

This instrument was prepared by,  
or under the supervision of  
(and after recording return to):

Frazier & Brown, Attorneys at Law  
202 S Rome Ave.  
Suite 125  
Tampa, FL 33606

**SECOND AMENDED AND RESTATED DECLARATION  
FOR  
BRIGHTON LAKES**

1. Recitals.....	3
2. Original Declaration & Restated Declaration.....	3
3. Definitions.....	4
4. Plan of Development.....	9
5. Amendment.....	9
6. Annexation and Withdrawal.....	10
7. Dissolution.....	10
8. Binding Effect and Membership.....	11
9. Paramount Right of the Developer.....	12
10. Operation of Common Areas.....	12
11. Maintenance by Association.....	13
12. Maintenance by Owners.....	14
13. Use Restrictions.....	16
14. Community Development District.....	29

15. Easement for Unintentional and Non-Negligent Encroachments.....	30
16. Requirement to Maintain Insurance.....	31
17. Property Rights.....	33
18. Assessments.....	35
19. Information to Lenders and Owners.....	41
20. Architectural Control.....	41
21. Owners Liability.....	49
22. Additional Rights of Developer.....	50
23. Refund of Taxes and Other Charges.....	57
24. Assignment of Powers.....	57
25. General Provisions.....	58

**SECOND AMENDED AND RESTATED DECLARATION  
FOR  
BRIGHTON LAKES COMMUNITY ASSOCIATION, INC.**

THIS SECOND AMENDED AND RESTATED DECLARATION FOR BRIGHTON LAKES (this "Declaration") is made by the Brighton Lakes Community Association, Inc., a Florida not-for-profit corporation (this "Association").

**RECITALS**

**WHEREAS**, the original Declaration of Restrictions and Covenants for Brighton Lakes was recorded in Official Records Book 1832, Page 1087, on February 2, 2001 in the Public Records of Osceola County, Florida (the "Original Declaration") respecting the rental property more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference ("Brighton Lakes");

**WHEREAS**, the Original Declaration was later Amended and Restated by the Association with a recording on May 29, 2003, under Official Records Book 2260, Page 1187, in the Public Records of Osceola County, Florida (the "First Restated Declaration"), which has been amended from time to time, including an amendment recorded on October 24, 2017 under Original Records Book 5229, Page 1883, in the Public Records of Osceola County, Florida;

**WHEREAS**, Article V, Section 3, of the Declaration allows the First Restated Declaration to be amended upon the vote of the Membership and the Board of Directors at a duly called meeting;

**WHEREAS**, the Association held a meeting of the Members on December 14, 2018 to vote upon a proposed amended and restated of the First Restated Declaration, and approved the amendment and restatement of the First Restated Declaration to replace all prior version of the Association's declaration, including the Original Declaration and First Restated Declaration, and the Second Amended and Restated Declaration for Brighton Lakes shall now be referred to as the Declaration herein;

**WHEREAS**, the Associations chooses to subject Brighton Lakes to the covenants, conditions and restriction contained in this Declaration, and intends to record this Second Amended and Restated Declaration for Brighton Lakes (this "Declaration") to evidence such amendments on the terms set forth herein;

**WHEREAS**, this Declaration is a covenant running with all of the land comprising Brighton Lakes, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

**NOW THEREFORE**, in consideration of the premises and mutual covenants contained in this Declaration, Association hereby declares that every portion of Brighton Lakes is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. Declaration. This Declaration shall replace entirely the Original Declaration. This Declaration shall relate back to and be deemed effective from the date upon which the Original Declaration was recorded.

3. Definition. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meaning:

“ACC” shall mean the Architectural Control Committee established pursuant to Section 20 hereof.

“Articles” shall mean the Amended and Restated Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 and made a part hereof, as amended from time to time.

“Assessments” shall mean any assessments made in accordance with this Declaration and as further designated in Section 18 hereof.

“Association” shall mean Brighton Lakes Community Association, Inc., its successors and assigns.

“Association Documents” shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards, as amended from time to time.

“Board” shall mean the Board of Directors of Association.

“Brighton Lakes” shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Brighton Lakes.

“Builder” shall mean any person or entity that purchases a Parcel or Lot from Developer for the purpose of constructing one or more Homes.

“By-Laws” shall mean the Amended and Restated By-Laws of Association in the form attached hereto as Exhibit 3 and made a part hereof, as amended from time to time.

“Cable Services” shall mean the “basic service tier” as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, multipoint distribution systems, video dial tone, open video system or any combination thereof.

“CDD” shall mean the Brighton Lakes Community Development District.

“CDD Property” shall mean all real property interests and personalty within the CDD designated as CDD Property. The CDD Property may include, without limitation, open space areas, internal buffers, lakes, entrance features, perimeter buffers, landscaping, improvements, easement areas owned by others, public rights of way, additions, fountains, irrigation pumps,

irrigation lines, parks, sidewalks, streets/roads, street lights, service roads, walls, commonly used utility facilities, project signage, parking areas, other lighting, entranceways, entrance features, electronic gates, gatehouses, cabana, meeting room, fitness center, card room, tennis courts, walls, Surface Water Management System and a community Monitoring System. The CDD Property does not include any portion of a Home.

**“Common Areas”** means any property to be both owned and operated by the Association, and is meant to be used by all residents within the Association. This shall be differentiated from any property acquired through foreclosure, tax deed sale, quick claim, bankruptcy, or through closing that is residential in nature and not meant for the use of the community as a whole (i.e.: foreclosed homes). Those non-Common Area properties shall either be rented or sold as soon as possible to a third party.

**“Community Completion Date”** shall mean the date upon which all Homes in Brighton Lakes, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builder to Homes.

**“Community Standards”** shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 20 thereof.

**“Contractors”** shall have the meaning set forth in Section 20.12.2 hereof.

**“Commercial Enterprise or Commercial Activity”** shall mean any activity that involves an Owner obtaining compensation in any form, including but not limited to operating a facility or group of buildings for the express purpose of elderly occupancy and care or for the occupancy and care minors, any educational facility or operation, door to door solicitation of any kind, garage sales (unless the Board permits this activity via resolution), or any activity that causes excessive traffic within the community which is not reasonably considered common within a community.

**“Date Transmission Services”** shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

**“Declaration”** shall mean this Declaration, together with all amendments and modifications thereof.

**“Developer”** shall mean Brighton Lakes, LLC, and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

**“Home”** shall mean a residential home and appurtenances thereto constructed on a Parcel within Brighton Lakes. A Home shall include, without limitation, coach home, villa, townhouse unit, Single Family Home and zero lot line home. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence

upon the issuance of a final or temporary Certificate of Completion for such residence; provided, however, the subsequent loss of such Certificate of Completion (*e.g.*, by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term a "Home" includes any interest in land, improvements, or other property appurtenant to the Home. The term "other property appurtenant to the Home" shall only apply to any unattached structures added onto to a Lot to which the owner's residence already exists and is only used to supplement the household and not serve in any way to aid a Commercial Enterprise or Commercial Activity. Any structure built on a Lot that is not primarily for residential use of a single owner, tenant, or occupant shall automatically be disqualified from the definition of a Home. The term "primarily for residential use" shall only apply to any structure where in the course of a twelve-month period activities taking place by every individual on the Lot or in the structure on the Lot shall be residential in nature ninety percent (90%) of the time. If no reasonable argument can be made before the Board that the activities taking place on the Lot are residential in nature ninety percent (90%) of the time or more, than the Board in its sole discretion can classify the Lot as being used for non-residential purposes and the structure is not a Home.

**"Individual Assessments"** shall have the meaning set forth in Section 18.2.5 hereof.

**"Lawn Maintenance Standards"** shall have the meaning set forth in Section 12.3.

**"Lender"** shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot of Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

**"Master Plan"** shall mean collectively any full or partial concept plan for the development of Brighton Lakes, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one of more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Developer as to the development of Brighton Lakes or its amenities, as Developer reserves the right to amend all or part of the Master Plan from time to time.

**"Material Alteration"** or "material alteration" shall mean any significant change to a Lot or Home that so changes the Lot or Home that it no longer reflects the original design or purpose of the Lot or Home. Specifically, if an owner permits the construction of a structure on their Lot that does not fall under the definition of Home, then it shall automatically be deemed a Material Alteration.

**"Monitoring System"** shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of Brighton Lakes. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wireless communication to Homes, or any combination hereof. THE PROVISION OF A MONITORING SYSTEM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN BRIGHTON LAKES. DEVELOPER, BUILDERS, ANY NEIGHBORHOOD ASSOCIATIONS, AND THE ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY MONITORING SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL

PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THAT DEVELOPER, BUILDERS, ANY NEIGHBORHOOD ASSOCIATIONS AND THE ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. DEVELOPER, BUILDERS, ANY NEIGHBORHOOD ASSOCIATIONS, AND THE ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

**“Monthly Assessments”** shall have the meaning set forth in Section 18.2.1 hereof.

**“Multichannel Video Programming”** shall mean any method of delivering video programming to Homes, *including, without limitation, interactive video programming*. By way of example, and not of limitation, the term Multichannel Video Programming Service may include cable television, satellite master antenna television, multipoint distribution systems, video dial tone, open video system or any combination thereof.

**“Operating Costs”** shall mean all costs and expenses of Association including, without limitation amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association’s legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

**“Owner”** shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term “Owner” shall not include Developer, Builder, or Lender.

**“Parcel”** shall mean a platted or un-platted lot, tract, unit or other subdivision of real property under which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

**“Permit”** shall mean Permit No. 4-009-0387M5-ERP issues by SFWMD.

**“Plat”** shall mean any plat of any portion of Brighton Lakes filed in the Public Records, as the same may be amended by Developer from time to time.

**“Premium Channel”** shall mean any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax, and the Movie Channel.

**“Public Records”** shall mean the Public Records of Osceola County, Florida.

**“Reserves”** shall have the meaning set forth in Section 18.2.4 hereof.

**“Rules and Regulations”** shall mean the Rules and Regulations governing Brighton Lakes as adopted by the Board from time to time.

**“Single Family Home, Single Family Residential Purpose or Property”** shall mean a structure that’s purpose is considered a home for one or more persons that can be reasonably considered a family. If individuals are either renting or controlling only single rooms within a structure, while others separately rent or control separate rooms within a structure, then that home shall not be considered a Single Family Home or not for a Single Family Residential Purpose. Any structure over two stories or greater in size than 20% of the average building within the community shall not be considered a Single Family Home. All structures within a group of structures owned by the same entity or owner that are both collectively located near each other and together are used to house only specific demographic within the community in any kind of business model (i.e.: senior living community), shall not be considered Single Family Homes. Any Lot(s) owned by an “s corporation” shall automatically be considered as not containing a Single Family Home. An “s corporation” may avoid this classification by signing an agreement established by the Association where said “s corporation” affirms, subject to strict penalties outlined in the agreement, that the Lot it owns will only be used by a single family, and only a traditional home in the style and make seen in the rest of the community shall exist on said Lot. For this agreement to be valid, the “s corporation” must obtain the additional signatures of the authorized personnel from all of its affiliated entities.

**“SFWMD”** shall mean South Florida Water Management District.

**“Special Assessments”** shall mean those Assessments more particularly described as Special Assessments in Section 18.2.2 hereof.

**“Surface Water Management System”** shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, Wetland Conservation Areas, mitigation area, lakes, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Brighton Lakes Surface Water Management System includes those works authorized by SFWMD pursuant to the Permit and will be maintained and operated by the CDD.

**“Telecommunications Provider”** shall mean any party contracting with Association to provide Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Multichannel Video Programming Service, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Multichannel Video Programming Service.

**“Telecommunications Services”** shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunications services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

**“Telecommunications Systems”** shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Brighton Lakes. Without limiting



the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antennae sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennae, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

**“Telephony Services”** shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

**“Title Documents”** shall have the meaning set forth in Section 25.8 hereof.

**“Toll Calls”** shall have the meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

**“Turnover Date”** shall mean the date on which transition of control of the Association from the Developer to Owners occurs.

**“Use Fees”** shall have the meaning set forth in Section 18.2.3 hereof.

**“Wetland Conservation Areas”** shall have the meaning set forth in Section 14.3.3 herein. The Wetland Conservation Areas are part of the CDD Property and will be maintained by the CDD.

4. **Plan of Development.** The planning process for Brighton Lakes is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer’s buyers. Subject to the Title Documents, Developer may wish and has the right to develop Brighton Lakes and adjacent property owned by Developer into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms, industrial facilities, technological facilities, and professional offices. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Brighton Lakes as finally developed.

5. **Amendment.**

5.1. **General Restrictions on Amendments.** If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 14.3.2 which benefits the SFWND. No amendment shall be effective until it is recorded in the Public Records.

5.2. **Amendments From and After the Turnover Date.** The Declaration may be amended with the approval of sixty-six and two-thirds percent (66 2/3%) of the Board, and a majority of the

votes present (in person, or by proxy or through electronic voting) at a duly called meeting of the Members in which there is a quorum; or by the written consent of the minimum number of votes necessary to pass an amendment at a meeting of the unit owners and two-thirds (2/3) of the Board. Electronic voting and proxies maybe used for votes taken to amend the governing documents but may not be used for an election.

6. Annexation, Association Acquisition, and Withdrawal.

6.1. Definitions. The term "Annexation" or "annexation" shall mean the act of the Association acquiring additional lands not already apart of the Association's plat book. These lands may or may not be adjacent to the Association. The term "Association Acquisition" shall apply to the Association purchasing of real property that exists within the Association's plat book at the time of purchase. The term "Withdrawal" shall mean the act of the Association removing certain areas of land from its control and influence.

6.2. Annexation by Association. Except for applicable governmental approvals (if any), no consent to annexation shall be required from any other party; however, after the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and 2/3 percent (66½%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy or electronic vote) at a duly called meeting of the Members in which there is a quorum.

6.3. Association Acquisition. Upon a majority Board vote at a properly noticed meeting the Association may only acquire real property if it is within the Association's plats, and only through one of the following methods: foreclosure, tax deed sale, quick claim, bankruptcy, or closing. All other acquisitions of real property by the Association require a vote of the Members of the Association. The Board has the authority agree to and utilize loans for the single purpose to acquire property; however, prior to agreeing to any loan it must have conducted a public Board Meeting where the matter will be voted on by the Board. The notice for the Board meeting regarding loans must be posted in a conspicuous place within the Association fourteen (14) days in advance of the meeting. Furthermore, if the majority of Members of the Association provide a signed written petition to the Secretary prior to the signing of the loan documents, they can either outright stop the acquisition of the loan or require a renegotiation of loan terms.

6.4. Withdrawal. Association shall have no right to withdraw from Brighton Lakes.

7. Dissolution.

7.1. Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manager the affairs of the dissolved Association in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

7.2. Applicability of Declaration after Dissolution. In the event of a dissolution of Association, Brighton Lakes and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or

assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly operate the Association.

#### 8. Binding Effect and Membership.

8.1. Term. The term of this Declaration shall be perpetual and run with the land. Each Owner, by acceptance of title to a Home or to any portion of Brighton Lakes, and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

8.2. Transfer. The transfer of the fee simple title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyments of the Common Areas as it pertains to that Home and shall terminate such Owner's membership in the Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser of transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to date of the transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

8.3. Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner shall be a member of Association. Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Developer rights with respect to Association are set forth in the Articles and By-Laws.

8.4. Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

8.5. Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

8.6. Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Developer, or conflict with the provisions of this Declaration.

8.7. Conflicts. In the event of any conflict among this Declaration, a Neighborhood Declaration, the Articles, By-Laws or any of the Association Documents, this Declaration shall control. In the event that a Neighborhood Declaration is more restrictive than this Declaration, the Neighborhood Declaration shall control.

9. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Brighton Lakes for various public purposes or for the provision of Telecommunications Systems or to make any portions of Brighton Lakes part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Brighton Lakes. In addition, the Common Areas of Brighton Lakes may include decorative improvements and berms. Developer may remove, modify, eliminate or replace these items from time to time in sole discretion.

10. Operation of Common Areas. Prior to turnover there shall be no Common Areas within Brighton Lakes to be operated and maintained by Association.

10.1. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Developer, Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to Brighton Lakes, including, without limitation, use of the lakes and other waterbodies within Brighton lakes by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act of omission of Developer, Association, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgement therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

10.2. Rules and Regulations.

10.2.1. Generally. Prior to Turnover Date, the Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing Brighton Lakes. The Rules and Regulations need not be recorded in the Public Records.

10.2.2. Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Developer or to any property owned by Developer, or adversely affect the interests of the Developer. Without limiting the foregoing, Developer, and/or its designees or assigns, shall have the right to: (i) develop and construct commercial and industrial uses, Homes, and related improvements within Brighton Lakes, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Brighton Lakes), general office

and construction operations within Brighton Lakes; (iii) place, erect or construct portable, temporary or accessory buildings or structure within Brighton Lakes for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash and rubbish in connection with the development or construction of any portion of Brighton Lakes; (v) post, display, inscribe or affix to the exterior of any portions of Brighton Lakes owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of Brighton Lakes, including, without limitation, Parcels and Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to Brighton Lakes by dredge or dragline, store fill within Brighton Lakes and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Brighton Lakes and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Brighton Lakes.

10.3. Public Facilities. Brighton Lakes may include one or more facilities which are open and available for the use of the general public. By way of example, there may be a public park, fire station, police station, or other facility within the boundaries of Brighton Lakes. However, no property shall be considered a Public Facility if it is owned by an individual, trust, corporation, business, partnership, or other similar entities; however, this list does not include the government, Association, or CDD.

10.4. Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

10.5. Site Plans and Plats. Brighton Lakes may be subject to one or more plats (each individual, a "Plat"). The Plat may identify some of the facilities within Brighton Lakes. The notes on a Plat are not a guarantee of what facilities may be constructed within Brighton Lakes. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed within Brighton Lakes, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners.

11. Maintenance by Association. There are no Common Areas which Association is to maintain, unless its Board unanimously accepts the responsibility in a signed writing and a majority of Owners at a meeting (in person, proxy, or electronic vote) affirmatively votes for the Association to adopt the responsibility. Association shall, if designated by Developer (or by Association after the Turnover Date) by amendment to this Declaration or any document of record, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Developer (or by Association after the Turnover Date) upon areas which are within or outside of Brighton Lakes. Such areas may abut, or be proximate to, Brighton Lakes, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity. These areas may include (for example and not limitation) swale areas, landscape buffer areas, berm areas or median areas within the right-of-way public streets, roads, drainage areas, community identification or entrance features, community

signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

12. Maintenance by Owners. All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Brighton Lakes by the Owner of each Home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is fenced.

12.1. Lawn Maintenance Standards. The following maintenance standards (the "Lawn Maintenance Standards") apply to landscaping maintained by an Owner:

12.1.1. Replacement of Annuals. Annuals are to be replaced at a minimum of semi-annually.

12.1.2. Trees. Trees are to be pruned as needed.

12.1.3. Shrubs. All shrubs are to be trimmed as needed.

12.1.4. Grass.

12.1.4.1. Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall an Owner's lawn get in excess of six inches (6") in height.

12.1.4.2. Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

12.1.5. Mulch. Mulch is to be turned two (2) times per year and shall be replenished as needed on a yearly basis.

12.1.6. Insect Control and Disease. Disease and insect control shall be performed on an as needed basis.

12.1.7. Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed at a minimum of three (3) times a year during the following months: February, June and October.

12.1.8. Irrigation. Sprinkler heads shall be maintained on a monthly basis. Pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation.

12.1.9. Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

12.1.10. Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

12.1.11 Right of Association to Enforce. Association shall have the right to enforce the foregoing Lawn Maintenance Standards by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance

Standards, it shall be entitled to recover all of its attorney's fees and paraprofessional fees, and costs, at trial and upon appeal.

12.2. Exterior Maintenance. The exterior of all lots including, but not limited to roofs, walls, doors, windows, patio areas, pools, screenings, and awnings shall be maintained in a first class condition and repair and in a neat and attractive manner.

12.3 Lawn Maintenance. For only the purpose of this provision landscape or landscaping area or landscaping or lawn shall mean the area of land on the Lot owned by the owner of the Lot that is not occupied by a residential structure, and the act of landscaping shall only apply to the aforementioned area of land. The initial landscaping of any Home, and any material modifications, additions, or substitutions thereof, must have the prior written approval of the ACC. Each Owner shall maintain the landscaping and lawn on the Lot in accordance with the landscaping plans approved by the ACC and in accordance with the provisions of this Declaration and requirements of any controlling governmental authority. All landscaping shall be maintained in a first class condition and appearance. Unless the ACC consents in writing to an exception, all landscaping areas shall only be designed, installed, and maintained in such a manner that would be consistent with a Lot for a Single Family Home residential property, and any variation shall be an express violation of this provision. The ACC or the Board shall be the sole determining factor on whether landscaping is reasonably consistent with a Lot for a Single Family Home resident property, however, if the Association must be reasonable in its interpretation of permissible landscaping if the Lot possess a Single Family Home. All landscaped areas shall be primarily of grass, and shall not be paved or covered with gravel or any artificial surface without the ACC's written consent. Unless the ACC consents in writing, at no time shall any landscape within a Lot, meaning the area of land on the Lot owned by the owner of the Lot that is not occupied by a residential structure, have more than twenty-five percent (25%) of the land where the home is not situated, paved in any way or with any substance, including but not limited to gravel, asphalt, concrete, pavers, or bricks. Although the ACC may consent in writing to allow for paved covering, it must expressly permit and specifically state it is allowed a paved area of over twenty-five percent (25%), otherwise it shall still be an express violation of this provision.

12.4. CDD Property Enclosed by a Private Fence. If an Owner has installed a fence or wall, subject to ACC approval, around a Home, or any portion thereof, then such Owner must maintain any portion of the CDD Property that is no longer readily accessible to the CDD.

12.5. Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. All dead or diseased sod, plants, shrubs, trees or flowers shall be promptly removed and replaced. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

12.6. Driveway Easement. Each Owner shall be responsible to repair any damage to a driveway which comprises part of a Lot, including, but not limited to, any damage caused by Association or by the holder of any easement over which such driveway is constructed. All sidewalks, driveways, and parking areas within the Owner's Lot or serving the Owner's Lot shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on the same shall be repaired, replaced and/or resurfaced as necessary. Each Owner, by acceptance of a deed to a Lot, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental

agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Area, easement area, or in the public right-of-way between the boundary of such Owner's Lot and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

12.7 Easement Maintenance. The CDD is responsible for maintenance of the trees between the sidewalk and road. However, the Association may perform the maintenance and thus seek and receive reimbursement from the CDD for said maintenance. The Association may contract with the CDD to organize and get bids for the CDD to choose, and for the vendor to then be paid by the CDD.

13. Use Restrictions.

13.1. Alterations and Additions. No Material Alteration, addition or modification to a Parcel or Home, or material change in the appearance thereof, shall be made to a Lot and/or an exterior of a Home without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. Any addition or modification or installation to a Lot, Parcel, or Home, whether a structure is already placed on the Lot or not, that creates a structure that cannot be reasonably viewed as a Single Family Home is automatically a Material Alteration, and shall never be permissible, and is automatically in violation of this Declaration.

13.2. Animals. No animals of any kind shall be raised, bred or kept within Brighton Lakes for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Osceola County ordinances up to a limit of two (2) such pets and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash, except within a fenced-in yard. No pet shall be permitted outside a Home unless such pet is kept on a leash or under the supervision of the Owner. No pet or animal shall be "tied out" on the exterior of the Home or in the CDD Property, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Brighton Lakes designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

13.3. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Parcel, unless approved by the ACC.



13.4. Beaches/Lake Banks. No Owner shall create any beach or sandy area contiguous to any lake or canal within Brighton Lakes. All lake banks are CDD Property and are maintained by the CDD.

13.5. Boundaries of Maintenance. Each Owner shall maintain his or her Lot and any contiguous property between the Lot and the pavement edge of any abutting road.

13.6. Vehicles.

13.6.1. Parking. Owners' automobiles shall be parked in the garage or driveway only and shall not block the sidewalk or be placed over any portion of a community street. No vehicles of any nature shall be parked on any portion of Brighton Lakes or a Parcel except on the surfaced parking area thereof or a member's driveway or the member's garage. Specifically, no vehicle shall be permitted to be parked on any portion of the street within the community or any lawn at any time. The only general exception to the parking restriction is any county or municipal vehicle being operated during its driver's active duty. Specific exceptions to the street parking restriction are only as follows: (i) upon receiving written approval from the Board for a written request from a resident that was given seventy-two (72) hours' in advance, for guests to temporarily park on the street for a set time for an event of some kind (i.e.: birthday, celebration, etc.); or (ii) on holidays the Board shall deem at its discretion as approved for general street parking (i.e.: Thanksgiving, Fourth of July, etc.). No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked in Brighton Lakes except during the period of a delivery. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale.

13.6.2. Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on Brighton Lakes for more than twelve hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within public view.

13.6.3. Prohibited Vehicles. No commercial vehicle, limousines, recreational vehicle, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept with Brighton Lakes except in the garage of a Home. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer of Homes, or any other Brighton Lakes facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on Brighton Lakes. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked in Brighton Lakes except during the period of a delivery.

13.6.4. Remedy. By virtue of membership in the Association, all vehicles of a member, resident, or occupant, or any vehicles of a member's guest shall be immediately subject to an Individual Assessment, as decided by the Board, for every day out of compliance with this provision, and in addition may be fined or towed, for: a violation of the Association's parking policy, not being completely parked on a driveway, violating any Association rule or regulation, or being parked on any county street or other paved surface within the community other than a driveway. The member must indemnify the Association for any damages regarding towing of a member's vehicle or a member's guest's vehicle. Also, by virtue of membership in the Association no notice is required to tow, no county notices or signs in order to initially tow need to be posted; however, the Board may determine to have a forty-eight (48) hour notice if deemed necessary. These remedies are not exclusive, and the Board may use any other remedy available to them under the governing documents or at law. At the Board's discretion, any person subject to multiple violations may be dealt with more severely.

13.6.5. Registry. The Association may establish a vehicle registry for the community that shall require all members, residents, or occupants of the community who own vehicles to register their vehicle with the Association. The Board shall have the authority to administer this registry at its discretion. This registry will allow the Association to track what vehicles belong to residents within the community, and be used as a tool to help protect the health, safety, and welfare of the community.

13.6.6. Construction Vehicle Restriction. Unless the Board unanimously agrees in a signed writing, with all Directors of the Board signing said writing, at no time shall any vehicle that is meant for the purpose of construction, maintenance, landscaping, or commercial vehicles intended for work on (a) residential non-Single Family Homes or related Lots, Common Area controlled by the Association or the Brighton Lakes Community Development District, or government owned land, be permitted to either park, drive through, or be located on land found within the platted areas of the Association. The following vehicles is a non-exhaustive list of vehicles that are automatic violations of this provision, and thus barred from being found at any time on any platted area of the Association, unless special permission is granted by the Board of Directors: cranes or any construction equipment meant for large scale construction that would not normally be associated with the construction of a Single Family Home.

13.7. Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

13.8. Commercial Activity. "Commercial Activity" is defined as any use of land within plat book 12 page 32 in Osceola County records or within land controlled by the Association, or any activity taking place on said land directly or indirectly generating any revenue for the Owner of the land. Rental properties with terms complying with this Association's rental provision are excluded from the description of Commercial Activity. Furthermore, garage sales permitted by the Board, student sales initiatives (i.e.: girl scout cookies, lemonade stand, etc.), any activity falling under the definition of Personal Use (see below), or non-regular sales of a low frequency related

to selling old furniture belonging to an Owner through the internet are excluded from Commercial Activity.

Examples of Commercial Activity shall include but are not limited to any sales activity, any exchange of service for any form of consideration, any service of care provided to another party where the care provider is receiving any form of consideration for their services or for their time while on land controlled by the Association or found under plat book 12 page 32 in Osceola County records, or any activity where individuals are receiving any form of consideration for any kind of work performed.

Except for Normal Construction Activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer or Builders, no Commercial Activity or business activity shall be conducted in any Home or on any Lot or on any portion of Land controlled by the Association or any piece of land that was platted under plat book 12 page 32 in Osceola County records, unless otherwise stated within this Declaration or expressly permitted in writing by the Board.

"Normal Construction Activity" is defined as only construction related to building only considered to be a single Home that will only be used for Single Family Residential Purposes, activities related to repairing any portion of a Lot used only for Single Family Residential Purposes, or activities related to maintaining any portion of a Lot used only for Single Family Residential Purposes. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner shall only be permitted to maintain a home business office within a Home for such Owner's Personal Use; provided, however, business invitees customers, and clients shall be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations.

"Personal Use" is defined as only any use that does not allow of the office to be reasonably considered anything more than a supplementary or secondary office to a business or enterprise, where no primary business takes place and only the Owner can monitor their business from home for convenience, and under no circumstances shall it be the primary office for a business or enterprise. If it is clear from the exterior of the property that any activity within the Owner's Lot is related to an impermissible Commercial Activity, the Owner shall be subject to an Individual Assessment Schedule that shall be determined by the Board via a resolution; however, this remedy shall not offset other remedies available to the Association under Florida Law or these governing documents. No Owner may actively engage in any solicitations for commercial purposes within Brighton Lakes, unless it falls under an exception to Commercial Activity. No solicitors of a commercial nature shall be allowed within Brighton Lakes, without prior written consent of the Association, unless it falls under one of the exceptions to Commercial Activity. No garage sales are permitted, except as permitted by the Association. No day care center, nursing facility of any time, older folks home, or other similar types of facility may be operated out of a Home or Lot. Prior to the Community Completion Date. Any dispute or litigation related this provision shall subject the unsuccessful party to pay for the attorney's fees and costs of the successful party from the start of the dispute until its conclusion, to include all pre-suit expenses.

Regardless of any other provision in this Declaration, Commercial Activity as defined above shall never be permissible within the Association.

13.9. Completion and Sale of Unites. No person or entity shall interfere with the completion and sale of Homes within Brighton Lakes; however, the Association may actively prevent any private entity or individual from constructing or selling real property meant for Commercial Activity or for a non-Single Family Home purpose. Without limiting the foregoing, each Owner, by acceptance of a deed, agrees that picketing and posting negative signs is strictly prohibited.

13.10. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

13.11. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be install or placed within or upon any portion of Brighton Lakes without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15<sup>th</sup> of the following year. The ACC may establish standard for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

13.12. Disputes as to Use. If there is any dispute as to whether the use of any portion of Brighton Lakes complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all parties concerned. For the purpose of clarity, the Board shall decide whether the Association decides if a use of any portion of Brighton Lakes complies with this Declaration. Owners or residents may have only two categories of disputes regarding the use of any portion of land within Brighton lakes, "Residential Use Disputes" and "Non-Residential Use Disputes." A Residential Use Dispute is any use dispute that has nothing to do with whether there is a Commercial Activity or non-approved activity taking place on the premises, and any related enforcement procedures shall be handled in compliance with the Florida Statutes and standard process for residential homeowners. Non-Residential Use Disputes are a question of whether Commercial Activity or some unapproved activity is taking place within the property in question. The Board has the sole discretion to reasonably determine whether a dispute is either a Residential Use Dispute or a Non-Residential Use Dispute.

13.12.1. If the Board reasonably determines a matter as a Non-Residential Use Dispute, then the following process is followed, and any variation caused by the Owner shall automatically be deemed as an improper and/or Commercial Activity in nature, and an express violation of the Declaration. (Please remember Commercial Activity is a very strict and high bar to reach. It is not intended in any way to impact owners having a basic home office, children selling lemonade, an owner selling their old furniture on the internet, etc.; it is solely meant to apply against formal businesses or enterprises fully operating within the Association.)

13.12.1.1. Regardless of how long an activity has taken place on a Lot, or whether the activity has yet to begin, so long as the Board has reason to believe an activity taking place on a Lot could arguably be either commercial or unapproved in nature, they may demand (but is not required to) from the Owner (who is required to respond to such a demand) an

explanation of the activities taking place on the Lot. The demand shall be sent to the property address within the community, but no mailing or lack thereof of such letter shall waive the Board's right to determine the activities taking place on the property as non-residential in nature.

13.12.1.2. Upon receiving a demand for explanation from the Board, the Owner of the Lot shall have seven (7) days from the date of the letter to respond in writing by certified return receipt to the registered agent of the Association. The explanation must provide at a minimum the following: (a) full name of all owners, residents, employees, agents, invitees, guests, and occupants of the Lot for the previous thirty (30) days; (b) addresses, phone numbers, and emails for all of the aforementioned individuals; (c) a detailed description of all activities taking place on the Lot for the previous thirty (30) days; (d) any reasonable argument that may be relevant and help convince the Board that the activity is not commercial or unapproved in nature; (e) a sworn affidavit from the owner that is notarized and witnessed by at least two uninterested parties whom are not in any way connected to said owner (i.e.: employee, agent, stakeholder, future resident or occupant, family member, etc.) stating under oath that no activity within their property can in any way be reasonably argued as commercial or unapproved in nature; (f) a sworn notarized affidavit from at least four (4) Members within the Association attesting that to the best of their understanding they do not believe any activity within the owner's Lot is commercial or unapproved in nature; (g) a sworn notarized affidavit from a local elected official vouching for the owner, and stating no activity is commercial or unapproved in nature; and (e) any other relevant information the Board should consider. The Board may, but is not required to, demand multiples explanations at any time, regardless of whether the Owner responded, as long as it does not make multiple demands within a thirty (30) day window.

13.12.1.3. If the Owner does not respond to the demand for explanation from the Board in time or if any of the required information in the response is missing it shall be deemed an admission by the Owner of the Lot that the activities are both commercial and unapproved in nature, and thus impermissible. As a result, the Owner shall be required to cease all activities within fourteen (14) days of turning in their response. Failure to do so shall subject the owner to a \$1,000 a day fine, up to a \$1,000,000, for every day the activities take place on the property. Furthermore, even if all of the deadlines and information are met and provided to the Board from the Owner, the Board will still review the response, and may still determine the activities as unapproved in violation of the Declaration. Upon receiving the response explanation, the Board will review the information and shall provide determination in writing as to whether the activities are approved or unapproved. The Board shall send the determination to the Owner's property address. If the Board determines the activity as unapproved in nature, the Owner shall be required to cease all activities within fourteen (14) days of turning in their response. Failure to do so shall subject the owner to a \$1,000 a day fine, up to a \$1,000,000, for every day the activities take place on the property. The fining process requirements illustrated under Florida Statutes at the time of this amendment shall be applicable, and the Owner may request a fine hearing upon notice of a violation.

13.12.1.4. As an Owner within the community the Owner and any residents, employees, agents, or occupants permitted by the Owner on their Lot will be required to comply with deposition requests if their name is included.

13.13. Drainage System. Once a drainage system or drainage facilities are installed by Developer, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner who plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Notwithstanding the foregoing, Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

13.14. Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Association shall have no responsibility of any nature relating to any unoccupied Home.

13.15. Fences/Walls/Screens. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed except as installed by Developer. All screening and screened enclosures shall have the prior written approval of the ACC. Screening shall be charcoal in color. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior written approval of the ACC.

13.16. Fuel Storage. No fuel storage shall be permitted within Brighton Lakes, except as may be necessary or reasonably used for swimming pools, spas, barbeques, fireplaces, or similar devices.

13.17. Garages. Each Home will have its own garage. No garage shall be converted into a general living area unless specifically approved by the ACC. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

13.18. Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home or Parcel. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than

6:00 p.m. on the day preceding the pick-up and must be picked up no later than 6:00 a.m. on the day following garbage pick-up.

13.19. General Use Restriction. Each Home and any portion of Brighton Lakes shall not be used in any manner contrary to the Association Documents.

13.20. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such approved hurricane shutters may be installed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event.

13.21. Irrigation. Due to water quality, irrigation system may cause staining on Homes, other structures or paved areas. It is each owner's responsibility to treat and remove any such staining. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems). No Owner whose Home adjoins a waterway or lake may utilize the waterway or lake to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. BY ACCEPTANCE OF A DEED TO A HOME OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL ALKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer and Association shall have the right to use one of more pumps to remove water from lakes and waterbodies for irrigation purposes at all times, subject to applicable permitting.

13.22. Lakes and Canals. The lakes and canals are intended for drainage purposes only. No swimming or motorized boating or dumping of garbage or any refuse is allowed within Brighton Lakes.

13.23. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no mops or laundry of any kind, or any other similar type of article, shall be hung or exposed as so to be visible outside the Home or Parcel.

13.24. Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made of any portion of Brighton Lakes. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Brighton Lakes shall be the same as the responsibility for maintenance and repair of the property concerned.

13.25. Leases. Owners may lease their home under the following conditions:

13.25.1. Purpose of the Lots. Lots shall be used for Single Family Residential Purposes only. No individual rooms may be rented. The Lot may not be used at any time by the Owner, lessee, tenant, or occupant to operate any kind of business, including, but not limited to, a bed and breakfast or any type of commercial lodging establishment. Any sub-leasing or sub-renting is prohibited. No time-share or other similar arrangement is permitted.

13.25.2. Terms. A Lot Owner may rent or lease his Lot provided that the term of the lease or rental is a minimum of six (6) months, and no more than one (1) year. Lot Owners are prohibited from two (2) or more leases in any twelve (12) month period, regardless of lease term. Furthermore, Lot Owners are prohibited from renting Lots as short-term rentals, or even posting Lots on any peer-to-peer online marketplace or homestay networks, including but not limited to Airbnb or VRBO; any violators of this provision shall be barred for twelve (12) months from the authority to rent any Lots to a third party. Any occupant, who is not the Owner, who resides within in a Lot that is posted to a peer-to-peer online marketplace or homestay network, including but not limited to Airbnb or VRBO, shall automatically be deemed unapproved tenants under this Declaration.

13.25.3. Board Approval. The Board shall have the right to approve or deny a lease or rental agreement. No tenancy is considered valid without Owner first obtaining written approval from the Board. In the event the sale or transfer to a third party is approved by the Board of Directors but is not ultimately consummated, the Lot Owner may not sell or transfer his Lot without further complying with the terms and conditions of this entire section. Any attempt to rent or lease said Lot without prior written approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void; provided, however, any lease may be validated by subsequent approval of the Association at its discretion.

13.25.4. Application Procedures. The Lot Owner, and/or the tenant, must deliver to the Association thirty (30) days prior to tenancy, the following: (i) a copy of the rental or lease agreement; (ii) a completed tenant application form provided by the Association, and any other information form(s) as may be required by the Association; (iii) a copy of the national background check(s) referenced in this provision; and (iv) a \$50 non-refundable application fee for every adult occupant. The Lot Owner must complete a national background check (including: criminal, credit, etc., and other items that the Board shall from time to time require) on all tenant(s) and occupant(s) of the Lot." The Board of Directors has the authority to require an interview of all proposed lessees/tenants prior to tenancy.

13.25.5. Others Specific Restrictions. No Lot Owner obtaining title to a Lot after the recording of this title, shall lease or rent that Lot, for or without consideration, within the first twelve (12) months of obtaining title to that Lot. A Lot Owner may rent or lease a Lot, as long as, the total number of Lots rented or leased within the Association does not exceed twenty-five (25%) percent of all Lots within the Association and Lot Owner complies with this section. No Owner shall own more than five (5) Lots within the Association. No transient tenants may be accommodated on the Lot.

13.25.6. Governing Documents. The Association shall have the right to enforce its Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations against such tenant(s) and the Lot Owner, but without any obligation to do so against tenant(s), such enforcement being the sole responsibility of the Lot Owner. The Board also may implement reasonable rules and regulations regarding tenants and rentals. A tenant's failure to comply with the Declaration, Bylaws, Articles of Incorporation, or Rules and Regulations may result in the tenant's eviction as deemed necessary by the Board and shall be at the Lot Owner's expense. Owner must make available to the lessee or occupants copies of the Governing Documents, and it is not the



Associations responsibility to ensure the lessee or occupant is aware of any restrictions or covenants described in any of the Governing Documents.

13.25.7. Common Area. A Lot Owner who has leased or rented their Lot shall be prohibited from using the common area amenities during such time as the Lot is rented or leased.

13.25.8. Guests and Occupants. Tenants are permitted a maximum of five (5) guests. This provision may be waived when a tenant has submitted a request to the Board at least seventy-two (72) hours in advance, and the Board has approved the tenant's requested number of guests. If a guest of a tenant or Lot Owner occupies a Lot for more than fourteen (14) consecutive days or if a guest of a tenant or Lot Owner occupies a Lot for more than thirty (30) days in any calendar year, the guest shall be deemed a tenant of the Lot, and the Lot Owner shall be required to submit the documentation required by this section in order to continue occupancy of the Lot. Failure to obtain such approval shall require the tenant or Lot Owner's guest to immediately vacate the Lot. However, this provision does not mean the occupant in question is not a tenant if they reside within the Lot less than fourteen (14) consecutive days or less than thirty (30) days in any calendar year, as other factors may determine their tenancy status.

13.25.9. Deposit. In connection with and as a condition to the approval of the lease of a Lot, the Association may require a Lot Owner or prospective lessee to submit a deposit in the amount of \$500 per Lot prior to the beginning of the lease. The deposit will be placed into a non-interest-bearing account maintained by the Association. The deposit shall be used to pay fines against the property, abatements as to the Lot, and to protect against damages to the Common Elements or other Association property, should damages or cleaning be the result of an act or failure to act on the part of the Lot Owner or lessee at any time during the term of the lease. The Lot Owner or lessee will be notified if the deposit is used. If unused, the deposit will be returned to the Lot Owner or lessee. This provision will apply on and after the date of recording. From time to time, the Board of Directors may analyze, review, and adjust by rule the amount of the deposit. Any unused deposit shall be returned to the Lot Owner only if: (a) six (6) months has transpired from the time the Lot was last rented or (b) upon the sale of the Lot.

13.25.10. Association Ownership. In the event the Association acquires property, it shall have the unqualified right to sell, lease or otherwise transfer a Lot, including the fee ownership thereof, without prior approval by the membership of the Association, and are not subject to the requirements of this section or other section pertaining to conveyance.

13.25.11. Remedy. If any Lot Owner violates this section, then the Association shall be permitted to take every legal remedy available to prevent such violation and the Lot Owner in violation of this section, including but not limited to: (a) levying individual assessments as articulated by the Board of Directors for compliance issues; (b) issuing fines under the statutory fining process at \$100 per violation per day, up to \$2,500 in total; (c) seeking private or statutory mediation or arbitration, seeking injunctions or lawsuits for damages; (d) the power to terminate a lease due to a violation of the governing documents; (e) as well as any other remedy at law. The Owner shall pay all costs and attorney's fees that the Association may incur as a result of enforcement at the time the expense is incurred. The Association shall have no liability to the Landlord for lost rents or other damages by virtue of any termination or eviction under this Declaration. The Owner shall fully cooperate with the Association in any eviction proceeding.

13.25.12. Delinquency and Pending Violations. No Lot may be leased or rented until such Lot is in good standing. Good standing shall mean that all dues are current and there are no pending covenant violations. Furthermore, in the event an Owner becomes delinquent in the payment of any monetary obligations owed to the Association during the term of an existing lease, including fines and individual assessments which are levied against the Owner by the Association for non-compliance with the Governing Documents, upon written demand by the Association, the tenant shall pay directly to the Association rental payments due to the Owner. The Association shall be granted the full right and authority to demand and receive the entire rent due from tenant and deduct from the rent all assessments, interest, late charges and attorney's fees and costs, if any, due to the Association. The balance, if any, shall be forwarded to the Owner at such address as the Owner may designate in writing. At such time as the delinquency no longer exists, the Association shall cease the demand and payments shall again be made by the tenant directly to the Owner. This right shall may be exercised by the Association any time the Owner shall become delinquent.

13.26. Minor's Use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about Brighton Lakes. Developer and Association shall not be responsible for any use of the facilities by anyone, including minors.

13.27. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Brighton Lakes is permitted. No firearms shall be discharged within Brighton Lakes. Nothing shall be done or kept within any portion of Brighton Lakes, including a Home or Parcel which will increase the rate of insurance to be paid by Association.

13.28. Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

13.29. Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, any Parcel or Home, or any other portion of Brighton Lakes, which is unsightly or which interferes with the comfort and convenience of others.

13.30. Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances install shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages and screens must be of a design, color and material approved by the ACC and shall be no higher than twelve (12) feet unless otherwise approved by the ACC; and (iv) pool screening shall in no event be higher than the roof line of the Home. Pool screening shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

13.31. Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Brighton Lakes, change the level of the land within Brighton Lakes, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Brighton Lakes. Owners may place additional plants, shrubs, or trees within any portion of Brighton Lakes with the prior approval of the ACC.

13.32. Roofs and Driveways. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be cleaned within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not exceed beyond the front Lot line or include the sidewalk.

13.33. Satellite Dishes and Antenna. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Parcel without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

13.34. Servants. Servants and domestic help of any Owner may not gather or lounge in or about Brighton Lakes.

13.35. Signs and Flags. No sign (including brokerage and for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Brighton Lakes that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within Brighton Lakes, unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24" x 36", attached to a Home and displayed for the purpose of a holiday, shall be permitted without ACC approval.

13.36. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Brighton Lakes without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable baseball hoops must be stored inside the Home.

13.37. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure of improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration. Water softeners, trash

containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

13.38. Subdivision and Regulation of Land. No portion of any Home or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or developmental permits applicable to Brighton Lakes, without the prior written approval of the Developer, which may be granted or deemed in its sole discretion.

13.39. Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Brighton Lakes or within any Home or Parcel, except those which are required for normal household use.

13.40. Swimming, Boating and Docks. Swimming will not be permitted in any waterbody within Brighton Lakes. Motorized boating on the lakes and waterbodies within Brighton Lakes is not permitted; however, non-motorized boats (i.e. sailboats) are permitted. No private docks may be erected within any waterbody.

13.41. Use of Homes and Lots. Each Home and Lot is restricted to only Residential Use, as all other uses are expressly prohibited unless otherwise stated within these governing documents. "Residential Use" shall only be defined as the use as a residence for the following: Owner, Family Member of the Owner, or Tenant. "Family Member of the Owner" is defined as only the following: spouse of the Owner, child of the Owner, grandparent of the Owner, grandchild of the Owner, first cousin of the Owner, or sibling of the Owner. At the discretion of the majority of the Board, an invitee or guest may be permitted to reside on the property only upon receiving written approval from the Board.

13.42. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

13.43. Wells and Septic Tanks. Except as may be installed by Developer, no individual wells will be permitted on any Lot and no individual septic tanks will be permitted on any Lot.

13.44. Wetland Areas. Brighton Lakes may contain preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by the CDD in their natural state.

13.45. Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

13.46. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior

written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC.

14. Community Development District.

14.1. Generally. Brighton Lakes is part of the Brighton Lakes Community Development District (“CDD”). The CDD is an independent, special purpose, special district created by the Florida Cabinet, sitting as the Florida Land and Adjudicatory Commission (“FLAC”), pursuant to Chapter 190, of the Florida Statutes. The creation of the CDD will put all residential units of Brighton Lakes under the jurisdiction of the CDD, which will provide or acquire facilities and services such as the Surface Water Management System (“Public Infrastructure”). The estimated design, development, construction and acquisition costs for these facilities may be funded by the CDD in one or more series of public financings utilizing special assessment bonds or other revenue backed bonds. The principal and interest on the special assessments bonds may be repaid through non ad valorem special assessments (“CDD Capital Assessments”) levied on all properties in the CDD, which property has been found to be specially benefited by the Public Infrastructure, over a 30-year amortization period. The principal and interest on the other revenue backed bonds (“CDD Revenue Bonds”) may be repaid through user fees, franchise fees or other use related revenues. In addition to the bonds issued to fund the Facilities Capital Costs, the CDD may also impose an annual non ad valorem assessment to fund the operations of the CDD and the maintenance, repair and removal of its facilities and services (“CDD Operation Assessments”). The CDD shall be responsible for the maintenance and repair of the CDD Property within Brighton Lakes.

14.2. CDD Assessments. The CDD Capital Assessments and CDD Operation Assessments are not taxes but, under Florida law, constitute a lien co-equal with the lien of a state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Osceola County and disbursed to the CDD. Because a tax bill cannot be paid in part, failure to pay the CDD Capital Assessments, CDD Operation Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The CDD Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the CDD Revenue Bonds are not paid, then such fees and user chargers could become liens on the property which could ultimately result in the loss of title to the property through foreclosure.

14.3. Surface Water Management System.

14.3.1 Duty to Maintain. The Surface Water Management System within Brighton Lakes will be owned, maintained, and operated by the CDD. The costs of the operation and maintenance of the Surface Water Management System shall be part of the CDD Assessments which shall include a pro rata share of such costs.

14.3.2. Amendments to Association Documents. Association shall submit to SFWMD any proposed amendment to the Association Documents which will affect the Surface Water Management System, including any environmental conservation area and the water management areas. SFWMD shall then inform Association as to whether the amendment requires a modification of the Permit. If a modification of the Permit is necessary, SFWMD shall so advise Association. Once Association receives the modification to the Permit and any condition to the

Permit, both shall be attached as an exhibit to an amendment to this Declaration, which amendment shall not require the approval of the Owners.

14.3.3. Wetland Conservation Areas. Parcels may contain or be adjacent to mitigation or wetland preservation areas and upland buffers, which maybe dedicated by Plat and/or protected by a conservation easement ("Wetland Conservation Areas"). These areas may not be altered from their natural, permitted condition with the exception of: exotic or nuisance vegetation removal, or restoration in accordance with the restoration plan included in the conservation easement. Exotic vegetation may include, but is not limited to, melaleuca, Brazilian pepper, Australian pine, and Japanese climbing fern. Nuisance vegetation may include cattails, primrose willow and grape vine.

14.3.4. Use Restrictions for Wetland Conservation Areas. The conservation areas may be in way altered from their natural or permitted state. These use restrictions may be defined on the Permit, the recorded conservation easement and the plats associated with Brighton lakes. Activities prohibited within the conservation areas include, but are not limited to the following:

14.3.4.1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

14.3.4.2. Dumping or placing soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offenses materials;

14.3.4.3. Removal or destruction of trees, shrubs, or other vegetation; with exception of nuisance and exotic plant species as may be required by Developer.

14.3.4.4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

14.3.4.5. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.

14.3.4.6. Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

14.3.4.7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and

14.3.4.8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance.

15. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow such protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

16. Requirement to Maintain Insurance. Association shall maintain the following insurance coverages:

16.1. Flood Insurance. In the event Brighton Lakes contains Common Areas, and if the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), then coverage in appropriate amounts, available under the NFIP for all buildings and other insurable property, within any portion of the Common Areas located within a designated flood hazard area.

16.2. Liability Insurance. If Brighton Lakes contains Common Areas, then commercial general liability insurance coverage providing coverage and limits deemed appropriate such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days prior written notice to Developer (until the Community Completion Date) and Association.

16.3. Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers' liability insurance in such amounts and with such provisions as approved by the Board.

16.4. Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

16.5. Homes.

16.5.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to re-sod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provisions of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

16.5.1.1. If an Owner has constructed anything on a Lot that has established a Lot where the primary structure on the Lot cannot reasonably be considered a Single Family Residential property or any structure on the Lot is meant for a Commercial Activity, then said Owner is required to maintain a \$100,000,000.00 worth of coverage. Evidence of the coverage must be provided to the Association every fiscal year. Failure to maintain the coverage shall constitute a fine of \$1,000 a day, up to \$20,000,000 in total. The Board may waive this condition in writing. Nothing within this provision shall be deemed to permit Commercial Activities or remove restrictions against Commercial Activities.

16.5.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all debris, and re-sod and landscape the property comprising the Home as required by the ACC ("Required Demolition"). If an Owner elects to perform the

Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

16.5.3. Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Brighton Lakes.

16.5.4. Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

16.5.5. Association Has No Liability. Notwithstanding anything to the contrary in this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association's in this Section.

16.5.6. Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of or administered on behalf of Association. The amount of fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

16.6.1. The bonds shall name Association as an obligee.



16.6.2. The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

16.6.3. The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents, shall be paid by Association.

16.6.4. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium without at least thirty (30) days prior written notice to Developer (until the Community Completion Date) and Association.

16.7. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

16.8. Additional Insured. Developer and its respective Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

16.9. Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof of Operating Costs.

17. Property Rights.

17.1. Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in Brighton Lakes shall have a non-exclusive right and easement of enjoyment in and to those portions of Brighton Lakes which it is entitled to use for their intended purpose, subject to the following provisions:

17.1.1. Easements, restrictions, reservations, conditions, limitations, and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

17.1.2. The right of Association to suspend an Owner's right hereunder or to impose fines in accordance with Section 720.305, Florida Statutes, as amended from time to time.

17.1.3. The right of Developer and/or Association to modify the Brighton Lakes as set forth in this Declaration.

17.1.4. The perpetual right of Developer to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common Areas so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.

17.1.5. The rights of Developer and/or Association regarding Brighton Lakes as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

17.1.6. Rules and Regulations adopted governing use and enjoyment of the Brighton Lakes.

17.2. Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees, over, upon, across, and under Brighton Lakes as may be required in connection with the development of Brighton Lakes and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Parcels and Homes, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within Brighton Lakes for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications System provided by Developer. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's use of the Brighton Lakes for construction purposes. Further, Developer may market other residences and commercial properties located outside of Brighton Lakes from Developer's sales facilities located within Brighton Lakes. Developer has the right to use all portions of the Brighton Lakes in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Brighton Lakes for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 22 of its Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Developer may non-exclusively assign its rights hereunder to each Builder.

17.3. Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Brighton Lakes. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Brighton Lakes.

17.4. Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment of the Brighton Lakes to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

17.5. Easement for Encroachments. In the event that any improvement upon Brighton Lakes, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

17.6. Permit, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses, and easements over, upon, across, under and through Brighton Lakes (including Parcels and/or Homes) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted Developer and, thereafter, Association an in irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

17.7 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Brighton Lakes (including Parcels, Homes) for the reasonable and necessary maintenance of Brighton Lakes, utilities, cables, wires and other similar facilities.

17.8. Drainage. A non-exclusive easement shall exist in favor of Developer, Association, and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over Brighton Lakes over, across and upon Brighton Lakes for drainage, irrigation, and water management purposes. An easement or ingress, egress and access shall exist for such parties to enter upon and over any portion Brighton Lakes (including Parcels and Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or permitted to remain which may damage or interfere with the drainage or irrigation of Brighton Lakes and/or installation or maintenance of utilities or which may obstruct or retard these flow of water through Brighton Lakes and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

17.9. Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

18. Assessments.

18.1. Types of Assessments. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed); including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay the Association at the time and in the manner required by the Board, assessments or charges and any special assessments are fixed, and any Individual Assessments, established and collected from time by the Association (collectively, the "Assessments"). All Owners and Builders shall pay Assessments. Each Builder shall pay such portion of Operation Costs which benefits any Lot owned by such Builder, as determined by Developer, in Developer's sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Lot owned by a Builder which does not contain a Home. As vacant Lots owned by Builders may not receive certain services (e.g., Telecommunications Services), Builders shall not be required to pay for the same.

18.2. Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Brighton Lakes, and in particular for any easement in favor of the Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

18.2.1. Any monthly assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payments of Operation Costs and collection of amounts necessary to pay any deficits from prior years' (hereinafter "Monthly Assessments");

18.2.2. Any special assessments for capital improvements, major repairs, emergencies, or replacement or nonrecurring expenses (hereinafter "Special Assessments");

18.2.3. Any specific fees, dues or chargers to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees"); and

18.2.4. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes (hereinafter "Reserves"). Until the Community Completion Date, Reserves shall be subject to prior written approval of Developer, which may be withheld for any reason.

18.2.5. Assessments for which one or more Owners (but less than all Owners) within Brighton Lakes is subject ("Individual Assessments") such as cost of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as relates to a particular Owner or Home. By way of example, and not of limitation all of the Owners within a Plat may be subject to the Individual Assessment for maintenance, repair and/or replacement of facilities serving only the residents of such Plat. Further, in the event an Owner fails to maintain the exterior of his Home in a manner satisfactory to the Association, The Association shall have the right, through its agents, and employees, to enter upon the Home and repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of the Association, shall be an Individual Assessment. As a further example, if one or more Owner receive option Telecommunications Services such as Toll Calls, Cable Services and/or Data Transmissions Services, and the Association pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment to each Owner receiving such services. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. In addition to other costs described above, Individual Assessments shall also include fees and expenses incurred for abatements, when incurred. Document levied non-compliance, schedules, mortgage foreclosure actions, bankruptcy fees, violations, enforcement and related costs, courtesy letters and related costs, late letters and related costs, attorney fees and costs, other reasonable fees and charges as determined by the Board, or charges incurred by the Association that often result from an Owner's actions. The Board may also create an Individual Assessment schedule for non-compliance.

18.3. Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completed Date, any such designation must be approved by Developer. Such

designation may be made on the budge prepared by the Association. The designation shall be binding upon all Owners.

#### 18.4. Allocation of Operating Costs.

18.4.1. For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budge prepared by Developer.

18.4.2. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Monthly Assessments shall be allocated so that each Owner shall pay his pro rata portion of Monthly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in Brighton Lakes conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer.

18.4.3. In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operation Costs for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Monthly Assessments for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specifically assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein.

18.4.4. Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

18.4.5. Each year, the Board shall establish a budget and levy an annual assessment against each Lot sufficient to fund the budget. In the event this amount exceeds 115% over the prior year's budget for this account, within twenty-one (21) days of the adoption of the budget, twenty percent (20%) of the owners may petition in writing for a special Members meeting to be called for the purpose of considering an alternate budget. A majority of the Owners at the special members meeting must vote to adopt the alternate budget. If the alternate budget is not passed at this special meeting, the previously proposed budget will go into effect. The Association shall mail to each Owner at the address registered by the Owner with the Association notice of the amount of annual assessment payable for a Lot, notice that the annual assessment is due and payable by a specified date together with a notice that a copy of the annual budget is available upon written request.

18.5. General Assessments Allocation. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserve shall be allocated equally to each Owner. Notwithstanding the foregoing, the Board may decide to assess Owners at different rates based on the size of the Home or other factors as may be determined by the Board from time to time. By way of example and not of limitation, if Association provides lawn maintenance, the Board may elect annually to charge each Home equal Assessments for such lawn services or base such

Assessments on the size of the Lot upon which the Home lies, base it on the size of the Home, or allocate such Assessments on any other reasonable basis adopted by the Board. The formula to determine the amount of Assessments shall be set forth in an amendment to this Declaration recorded in the Public Records and adopted by the Board at a Board meeting.

18.6. Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

18.7. Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. Assessments shall commence as to each Builder on the day of the conveyance of title of a Parcel to the Builder.

18.8. Shortfalls and Surpluses. Each Owner acknowledges that because Monthly Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collected more or less than the amount budgeted for Operating Costs. Prior to the Turnover Date, Developer shall have the option to (i) fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of income receivable by Association or (ii) to pay Monthly Assessments on Homes or Lots owned by Developer. Developer shall never be required to (i) pay Monthly Assessments unless Developer has elected to fund the deficit instead of paying Monthly Assessments on Home or Lots owned by Developer or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by Association may be allocated towards the next year's Operating Costs or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

18.9. Budgets. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association Budget. Thereafter, annual budgets shall be prepared and adopted by Association. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

18.10. Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

18.10.01. Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of the Association.

18.10.2. Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

18.10.03. Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

18.11. Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due the Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of written request therefor there shall be furnished to an Owner an estoppel certification in writing setting forth whether the assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

18.12. Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

18.13. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that the Original Declaration was recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due. Any new Owner, including an acquirer at any foreclosure, its successor, assignee, or a purchaser, is also jointly and severally liable with the previous owner for all unpaid assessments, interest, attorneys' fees and costs, late fees, Individual Assessments, Special Assessments, and abatement charges that came due up to the time of transfer of title, regardless of how titles is acquired.

18.13.1. The extinguishment of a previous owner's lien under section 18.14 does not affect the personal obligation of a new Owner under this section and does not affect the continuing lien the Association has against a new Owner for past due amounts.

18.14. Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to a bona fide first mortgage held by a Lender on any Home if the mortgage is recorded in the Public Records prior to the Claim of Lien.

18.15. Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

18.16. Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest is an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be obligated to bring such an action if it believes that the best interest of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home.

18.17. Exemption. Notwithstanding anything to the contrary herein, neither Developer nor any Home or property owned by Developer shall (unless specified to the contrary by Developer in a separate written instrument) be responsible for any Assessments of any nature or any portion of the Operating Costs. Developer, at Developer's sole option, may pay Assessments on Homes owned by it, or fund the deficit, if any, as set forth in Section 18.8 herein. In addition, the Board shall have the right to exempt any portion of Brighton Lakes subject to this Declaration from the Assessments, provided that such part of Brighton Lakes exempted is used (and as long as it is used) for any of the following purposes:

18.17.1. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

18.17.2. Any real property interest held by a Telecommunications Provider;

18.17.3. Any of Brighton Lakes exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration;

18.17.4. Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit of residents in the Development of Regional Impact of which Brighton Lakes is a part.

18.18 Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys'



fees and paraprofessional fees at all levels including appeals, collection and bankruptcy, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collecting including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy.

18.19. Rights to Pay Assessments and Receive Reimbursement. Association, Developer, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amount due.

18.20 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

19. Information to Lenders and Owners.

19.1. Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

19.2. Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

19.3. Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

19.3.1. Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

19.3.2. Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

19.3.3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

19.3.4. Any proposed action (if any) which would require the consent of a specific mortgage holder.

20. Architectural Control. Nothing within this article shall be deemed to permit Commercial Activities or remove restrictions against Commercial Activities

20.1. Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Brighton Lakes. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC.

20.2. Memberships. There is no requirement that any member of the ACC be an Owner or member of the Association.

20.3. General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Brighton Lakes. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Brighton Lakes by Owners other than Developer. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion. For the purposes of clarity, improvement shall include construction of any structure on the Owner's Lot. Furthermore, upon the construction of new structure, the ACC and the Association shall be entitled to full review and approval authority for the entirety of the plans, including internal plans, for the purpose of ensuring a continued presence of solely a residential community.

20.4. Master Plan. Developer has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER AND/OR BUILDING MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING BRIGHTON LAKES. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW BRIGHTON LAKES WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

20.5. Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. The Community Standards shall be effective

from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements fully constructed and completed prior to the creation and adoption of the Community Standards. In addition, although not required, Owner's shall be put on notice upon the mailing of the Community Standards to their Association's property address. Furthermore, Owners have a general responsibility to be observant of any common standards within the Community that can be seen from any street within the community. This requirement shall apply regardless of the location of the Lot other than the Lot must be located within the Association's platted area, whether inside the community fence or outside.

20.6. Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The Action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

20.7. Power and Duties of the ACC. No improvements shall be constructed on any portion of Brighton Lakes, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Brighton Lakes, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to an approved in writing by the ACC. This restriction of requiring ACC approval shall also apply to all Lots that are either undeveloped or lacking any structures, and any change to such Lots shall constitute a material addition, change, replacement, and alteration.

20.8. Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

20.8.1. Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. It is the obligation of the Owner to acquire the necessary forms from the ACC or Association, failure to do so is an immediate violation. Regarding fees, any Owner that turns in an application for a proposed change or improvement to any portion of a Lot(s) where said change or improvement would be reasonably considered to be used for a Commercial Activity or inconsistent with general plan, makeup, and community standards of the Association, whether located inside or outside the community fence line, shall be subject to an Automatic Fee, requiring the Owner to supply the Association a fee that equals five percent (5%) of the reasonably estimated cost of the change or improvement. However, the aforementioned Automatic Fee of five percent (5%) shall not be applicable to any change or improvement to a Lot where both the Lot is within ten percent (10%) the size of an average Lot within the Association and a Single Family Residential home is located on said Lot. All applications must be signed by all Owners of the Lot in question, and in the case of an "s corporation" this shall include all shareholders. Furthermore, all Owner or shareholder signatures on the application must be individually notarized and dated within ten (10) days of each other. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and

stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC. Nothing within this provision shall be deemed to permit Commercial Activities or remove restrictions against Commercial Activities

20.8.2. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may demand and require the submission of additional or supplemental information. In the alternative, the ACC is entitled to simply deny the application outright for incompleteness or insufficiency. The Owner shall, within fifteen (15) days thereafter, comply with the demand or be subject to automatic denial.

20.8.3. The ACC will strive to within thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application. However, for any application to be officially deemed approved, the Owner must have in their possession a signed written approval from the ACC or Board. Any Owner who proceeds with any project they applied for without first obtaining a signed ACC written approval shall be in violation of these governing documents, and subject to immediate remedy including but not limited to full abatement of the violation. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider but not limited to the following: (a) the suitability of the proposed improvements, (b) the materials of which the improvements are to be built, (c) the site upon which the improvements are proposed to be erected, (d) the harmony thereof with the surrounding area, and (e) the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

20.8.4. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC. Any improvement to a Lot where after construction or completion of the improvement the Lot will NOT reasonably be deemed to contain a Single Family Home as the primary structure on the Lot shall be subject to Strict Schedule of Assessments for Delays in completion. The Strict Schedule of Assessments for Delays in Construction: \$1,000 every day past the initial projected time period up to thirty (30) days; \$1,000 every day past the thirtieth (30<sup>th</sup>) day after the initial period up to ninety (90) days after the initial projected time period; and a \$100,000 a day every day after the ninetieth (90<sup>th</sup>) day after the initial projected time period. However, at any time the Board may waive this requirement on a case by case basis in a signed writing. Furthermore, for the purpose of clarity, this Strict Schedule of Assessments for Delays in Construction shall in **NO WAY** apply to Lots where the primary structure is reasonably considered a Single Family Home. Nothing within this provision shall be deemed to permit Commercial Activities or remove restrictions against Commercial Activities

20.8.5. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The ACC will try and hold the meeting takes place no later than thirty (30) days

after written request for such meeting is received by the ACC. If the ACC fails to respond after thirty (30) days, Single Family Home Owners who own a Single Family Home and do not own any Lot meant for non-residential purposes within the Association may escalate their request to the Board at the next scheduled Board meeting. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved. Even if a rehearing is requested, but does not take place, the Owner is not permitted to proceed with any project without first obtaining signed written approval from the ACC or Board.

20.8.6. Upon final disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. The appeal to the Board must be done in a signed writing by every owner (in the case of corporations and business entities this shall include all shareholders) of the Lot in question and sent by certified mail to the registered agent of the Association. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such meeting within thirty (30) days after receipt of the request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

20.9. Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

20.10. Variances. Upon receiving a single signed written request from all Owners to a Lot, sent by certified mail return receipt requested to the registered agent of the Association, the Association or ACC shall have the power to grant variances in a signed writing from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion. No variance can be considered valid without a signed writing from either the Association or the ACC. In the case of "s corporations" or other similar business entities, all shareholders must sign the written request for variance, and all Owner or shareholder signatures on the application must be individually notarized and dated within ten (10) days of each other.

20.11. Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

20.12. Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

20.12.1. After receiving signed consent from the ACC or Association each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when

received by the Owner. However, if the proposed construction project on the Lot is constructing any structure that is not reasonably considered a Single Family Home, the Owner must provide copies via certified mail of all construction and building permits within five (5) days of being received by the Owner, regardless of whether the ACC makes a request. If an Owner is required to provide construction or building permits, and fail to do so within five (5) days, they are subject to a \$1,000 a day fine up to \$362,000 total, per violation. Each construction site in Brighton Lakes shall be maintained in a neat and orderly condition throughout construction, and within any single Lot or easements surrounding said Lot the supplies found on the Lot shall only be equal to or less than the total weight of supplies needed to build a two-story Single Family Home that could be found within the Association. Any violation of this aforementioned weight restriction shall require the Owner to pay an assessment of \$1,000 for every ten (10) pounds over the weight restriction in a given day. Construction activities shall be performed on a diligent, work manlike and continuous basis. Owners or the Owner's agent are restricted to utilizing no more than thirty-two (32) different individuals to construct any structure on their Lot, and if the structure being constructed will allow for a Lot to have a primary structure that is NOT reasonably considered a Single Family Home, then the Owner must include within their initial application to the ACC a complete nation-wide background check on every employee or agent or employee of the agent of the Owner and a \$100 administration fee per person. For every employee or agent or employee of the agent of the Owner permitted to work on any portion of the Lot that would cause the Owner to surpass the aforementioned thirty-two (32) person limit in a single construction project, the Owner will be subject to a \$100,000 assessment. Roadways, easements, swales, Common Areas and other such areas in Brighton Lakes shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Brighton Lakes and no construction materials shall be stored in Brighton Lakes subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Brighton Lakes or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. No transformer or an apparatus used for reducing or increasing the voltage of an alternating current is permitted on any Lot at any time that an amperage draw greater than two-hundred (200), as any amperage draw above that mark is not common or necessary in a Single Family Home. Unless the Board has provided a signed written exception, any violation of this amperage draw restriction shall constitute a \$10,000 a day fine, up to \$500,000 in total. All construction activities shall comply with the Community Standards. If a contractor or Owner shall fail in any regard to comply with the requirement of this Section, the ACC may require that such Owner or contractor post security with Association in such form and amount deemed appropriate by the ACC in its sole discretion. In the alternative, the Owner may be subject to other remedies made available within these governing documents, for violations and compliance matters.

20.12.2. THIS SECTION SHALL NOT APPLY FOR LOTS MEANT FOR SINGLE FAMILY HOMES. There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur

relating to construction. The aforementioned list is automatically mandatory if upon completion of the proposed construction project the primary structure of the Lot cannot be reasonably viewed as a Single Family Home. If the Owner is automatically required to provide a list (as opposed to being requested to by the ACC) of contractors, subcontractors, materialmen and suppliers, they must provide national background checks and a \$100 fee for all personnel of said contractors, subcontractors, materialmen and suppliers who will be working within the community, and failure to provide any of the aforementioned truthful information or fees shall subject the Owner to a \$10,000 a day fine, up to a \$500,000 in total, for every employee or agent or agent's employee working within the community that had incorrect or incomplete information provide or no corresponding \$100 fee. Each Builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into Brighton Lakes as are designated by the ACC for construction activities. The ACC shall have the right to require that each Builder's and Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC. Any person working for an Owner or an Owner's agent during the construction project that is found to have not checked in for the day (if required to check in by the Association), but still working within the community, shall be considered a trespasser and subject to being detained and arrested by the appropriate authorities at the expense of the Owner, and hold the Association harmless for the individual's detention and removal. Furthermore, the Owner shall also be subject to a \$10,000 fine per occurrence.

20.12.3. Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violation employee or Contractor from performing any further services in Brighton Lakes. In addition, the Owner shall be subject to other appropriate remedies described within these governing documents.

20.12.4. The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within Brighton Lakes. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Brighton Lakes and each Owner shall include the same therein. The ACC may require within these contracts that all Owners, and in the case of business entities and corporations all shareholders, individually sign and notarize the contract within ten (10) days of each other. In addition, the Owner shall be subject to other appropriate remedies described within these governing documents.

20.13. Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Brighton Lakes at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards. If the planned structure within any Lot shall cause said Lot to have its primary structure NOT be a Single Family Home, then the Owner of said Lot is required to provide a process to expressly permit access to the Lot for inspection purposes within two (2) hours of request. Furthermore, if the Lot of the Owner is not within the community fence of the Association, the

Owner is required to permit twenty-four (24) hour access to the Association's properly appointed representative, however the Owner shall fully indemnify the Association for any negligent act that occurs on the Lot by an Association member, agent, employee, or any third party.

20.14. Violation. In addition to any other remedies described within these governing documents, and without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

20.15. Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

20.16. Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies. However, this certificate is not required to move forward on any enforcement remedies.

20.17. Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, that is tentative in nature until the project is completed and confirmed as in compliance with the Declaration, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in Section 18.13 herein. If it is plausible that a Lot will have a primary structure that is not reasonably considered a Single Family Home upon completion of any construction project, the Owner must request in a signed writing by all Owners (for business entities and corporations this shall include all shareholders, who must individually sign and notarize no more than 10 days apart) and receive a tentative Certificate of Compliance from the Association, in addition to all other application requirements, prior to initiating the construction project. If a project leads to any Lot having a primary structure that is not reasonably considered a Single Family Home, and the Owner does not possess a tentative Certificate of Compliance, the Owner will be required to remove the structure or be subject to a fine of \$10,000 a day, up to \$2,000,000 in total. Furthermore, although a structure may have begun in compliance with a tentative Certificate of Compliance, if the project



results in the Lot falling out of compliance, the Association may revoke the certificate upon ten (10) days' notice for the Owner to cure.

20.18. Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer or its nominees, including, without limitation, improvements made or to be made to the Common Areas or any Home, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards. However, if the structure in question is not in the Common Area or is not reasonably considered a Single Family Home, this exception is non-applicable, and the structure, proposed structure, improvement, proposed improvement, construction project, or proposed construction project is bound by all restrictions within this Declaration. Furthermore, the Common Area, if at all applicable, only involves land owned by the Association.

20.19. Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

21. Owners Liability.

21.1. Violations. Should any Owner do any of the following:

21.1.1. Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SFWMD; or

21.1.2. Cause any damage to any improvement; or

21.1.3. Impede Developer of Association from exercising its rights or performing its responsibilities hereunder; or

21.1.4. Undertake unauthorized improvements or modifications to a Home; or

21.1.5. Impede Developer from proceeding with or competing the development of Brighton Lakes, then Developer and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

21.2. Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

21.2.1. Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

21.2.2. Commence an action to recover damages; and/or

21.2.3. Take any and all action reasonably necessary to correct the violation or breach.

21.3. Expenses. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

21.4. No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

21.5. Rights Cumulative. All rights, remedies, and privileges granted to SFWMD, Developer, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

21.6. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer and/or, where applicable, Association and/or Owners by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violations, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

21.7. Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SFWMD. However, if the Lot is used in any way for Commercial Activity under the definition of this Declaration, then the fines outlined within the Declaration shall control.

21.8. All fees, fines, costs, or related assessments from the Association are due when incurred.

22. Additional Rights of the Developer.

22.1. Sales Office and Administrative Offices. For so long as Developer and its assigns owns any property in Brighton Lakes, is affected by this Declaration, or maintains a sales office or administrative office within Brighton Lakes, Developer shall have the right to take such action reasonably necessary to transact any business necessary to consummate the development of Brighton Lakes and sales and re-sales of Homes and/or other properties owned by Developer or others outside of Brighton Lakes. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Brighton Lakes, employees in the models and offices without the payment of rent or any other fee, maintain offices in models to show Homes. The sales office and signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

22.2. Modification. The development and marketing of Brighton Lakes will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Brighton Lakes to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

22.3. Promotional Events. Prior to the Community Completion Date, Developer, Builders, and their assigns shall have the right, at any time, to hold marketing, special and/or promotional events within Brighton Lakes, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market Brighton Lakes and Homes in advertisements and other media by making reference to Brighton Lakes, including, but not limited to, pictures or drawings of Brighton Lakes, Parcels and Homes constructed in Brighton Lakes. All logos, trademarks, and designs used in connection with Brighton Lakes are the property of Developer, and the Association shall have no right to use the same after the Community Completion Date except with the express

written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

22.4. Use by Prospective Purchasers. Prior to the Community Completion Date, Developer and each Builder shall have the right, without charge, to use Brighton Lakes for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of Brighton Lakes.

22.6. Management. Developer may manage Brighton Lakes by contract with Association. Developer may contract with a third party ("Manager") for management of Association.

22.7. Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, under, upon and across Brighton Lakes so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to Brighton Lakes in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant as easement for Telecommunications Systems, irrigation, drainage lines, or electrical lines over any portion of a parcel so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Parcel. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer; (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

22.8. Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

22.9. Additional Development. If Developer withdraws portions of Brighton Lakes from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of

housing or improvements upon their creation, may share in the use of all or some of the facilities and/or roadways which remain subject to the Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

22.10. Representations. Developer makes no representations concerning development both within and outside the boundaries of Brighton Lakes including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on Brighton Lakes or in Brighton Lakes or adjacent to or near Brighton Lakes, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

22.11. Telecommunications Services.

22.11.1. Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of Brighton Lakes. Association may contract with a third party for the collection of fees for Telecommunication Services. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within Brighton Lakes as agreed, from time to time, between the Telecommunications Provider and Developer, provided, however, that no such fees may be imposed on a Telecommunications Provider except as provided in any written agreement between such Telecommunications Provider and Developer and/or Association. Without limiting the foregoing, Association may enter into a contract for bulk Telecommunication Services.

22.11.2. Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right-of-way across, over, under and upon Brighton Lakes for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon Brighton Lakes for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of Brighton Lakes, then the amounts payable to such Telecommunications Providers are under their written agreements with the Association shall be part of Operating Costs of Association and shall be assessed as a part of the Assessments.

22.11.3. Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each

Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia National Bank on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in an agreement between Association and a Telecommunications Provider.

22.12. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF BRIGHTON LAKES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

22.12.1. IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF BRIGHTON LAKES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF BRIGHTON LAKES AND THE VALUE THEREOF; AND

22.12.2. ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR OSCEOLA COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

22.12.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF

ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASONS.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF BRIGHTON LAKES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE, AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

22.13 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF TUE TORT ACTION JS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

22.14. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN OSCEOLA COUNTY, FLORIDA. EACH HOME IS LOCATED IN OSCEOLA COUNTY, FLORIDA. ACCORDINGLY, AN IRREDUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN OSCEOLA COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN OSCEOLA COUNTY, FLORIDA.

22.15. Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEE SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR

AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT BRIGHTON LAKES TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

22.16. Duration of Rights. The rights of Developer set forth in this Declaration shall, unless specifically provided to the contrary, herein, extend for a period of time ending upon the earlier of: (i) the Community Completion Dates; or (ii) a relinquishment by Developer in an amendment to the Declaration placed in the Public Records.

22.17. Monitoring System.

22.17.1. Right to Install. Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for each Home within Brighton Lakes. Prior to the Community Completion Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. Developer or its nominees, successors, assigns, affiliates, and licensees may install such a Monitoring System. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Community Completion Date. In addition, all Owners specifically acknowledge that Brighton Lakes may have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION, BUILDERS AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

Without limiting the foregoing, Association may enter into a contract for bulk alarm services for Homes.

22.17.2. Components. The Monitoring System, if installed, may include one or more manned gatehouses, one or more electronic gates, and roving attendants using vehicles. Association and Developer do not warrant or guaranty in any manner that the system will include these items but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Community Completion Date, Association may expand the Monitoring System by a vote of the majority of the Board, without



Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or added manned or unmanned gates houses, information booths, sensors, gates and other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Community Completion Date without the prior written consent of Developer.

22.17.3. Part of Operating Costs. If furnished and installed within any Home, the cost of operating and monitoring any Monitoring System may be included in Operating Costs of Association and may be payable as a portion of the Assessments against Owners. The purpose of the Monitoring System will be to control access to Brighton Lakes.

22.17.4. Owners' Responsibility. All Owners and occupants of any Home, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, their nominees or assigns, or any successor Developer, and the ACC and its members, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the Owners or Association with respect to such Monitoring System, and the Owners and Association shall not make any claim against Developer for any loss that an Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The Provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within Brighton Lakes or any residential subdivision contained therein. Developer, Builders, and Association do not guaranty or warrant, expressly or by implication, the merchantability of fitness for use of any Community Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Owner and the occupant of each Home acknowledges that Developer, Builders, and Association, their employees, agents managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Developer, Builders, the and Association will not be responsible or liable for losses injuries, or deaths, resulting from any such events.

23. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

24. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and, at Developer's option, recorded in the Public Records.

## 25. General Provisions.

25.1. Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

25.2. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

25.3. Execution of Documents. Developer's plan of development for Brighton Lakes (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or any other portion of Brighton Lakes, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to Brighton Lakes or any portion(s) thereof.

25.4. Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of Brighton Lakes and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of Brighton Lakes deemed defective by Developer during its inspections. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association, shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy.

25.5. Notices. Any notice requires to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

25.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

25.7 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF BRIGHTON LAKES ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO BRIGHTON LAKES. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF BRIGHTON LAKES, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO BRIGHTON LAKES WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF BRIGHTON LAKES HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

25.8. Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such Home is subject to certain land use and title documents and all amendments thereto recorded in the Public Records (collectively, the "Title Documents"), which may include the following:

All of the foregoing recorded in the Public Records of Osceola County, Florida.

Developer's plan of development for Brighton Lakes may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. Developer RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed

pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home:

25.8.1. to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and

25.8.2. that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents.

25.8.3. Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of the Developer.

25.9 S Corporations. Any Lot(s) owned by an "s corporation" shall automatically be considered as not containing a Single Family Home. An "s corporation" may avoid this classification by signing an agreement established by the Association where said "s corporation" affirms, subject to strict penalties outlined in the agreement, that the Lot it owns will only be used by a single family, and only a traditional home in the style and make seen in the rest of the community shall exist on said Lot. For this agreement to be valid, the "s corporation" must obtain the additional signatures of the authorized personnel from all of its affiliated entities.

25.10 Single Family Home Requirement. Only Single Family Homes are permitted within the community, unless expressly permitted in writing by the 75% of all Owners within the community for each individual variance.

25.11 Secret Written Ballots. For the purpose of clarity, any reference to ballot within these governing documents shall be interpreted as a secret written ballot. Furthermore, if the Association chooses to utilize a secret written ballot as the voting option in an election, then it shall require the use of only notices of intent for the nomination process for all qualified candidates under the law and the governing documents, with all other forms of nominations non-applicable. Upon using notice of intents for the nomination process, the Board may not be permitted to use a nominating committee to exclude any qualified candidate. Any provision in conflict with this provision within any governing document shall be superseded by this provision.

25.12 Proxies. For the exception of the Secretary of the Association, which shall be default proxyholder of the Association unless otherwise specified, no proxyholder shall be permitted to possess or utilize more than five (5) proxies for five different lots in any single vote or matter.

IN WITNESS WHEREOF, Brighton Lakes Community Association, Inc. has caused the Certificate of Amendment to be executed in accordance with the authority hereinabove expresses this 17 day of December 2018, at Osceola County, Florida.

Brighton Lakes Community Association, Inc.

By: 

President

Print Name: Harry Payne



BRANDON ROMINE  
Commission # GG 239859  
Expires July 18, 2022  
Bonded thru Budget Notary Services

[Signature]  
Witness Signature

Print Name: Brandon Romine

STATE OF FLORIDA  
COUNTY OF Osceola

THE FOREGOING INSTRUMENT was acknowledged before me this 17 day of December, 2017, by Larry Payne, as President of the Association, who ☐ is personally known to me or ☒ has produced Drivers License as identification.



BRANDON ROMINE  
Commission # GG 239859  
Expires July 18, 2022  
Bonded Thru Budget Notary Services

(Notary Seal)

[Signature]  
Witness Signature

Print Name: Brian Bentes

[Signature]  
Notary Public

Brandon Romine  
Print Name

My Commission Expires: July 18, 2022

[Signature]  
Witness Signature

Print Name: Brandon Romine

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me this 17 day of December, 2017, by Brenda Jennings, as Secretary of the Association, who ☐ is personally known to me or ☒ has produced Drivers License as identification.



BRANDON ROMINE  
Commission # GG 239859  
Expires July 18, 2022  
Bonded Thru Budget Notary Services

(Notary Seal)

Attest: [Signature]  
Secretary

Print Name: Brenda Jennings

[Signature]  
Witness Signature

Print Name: Brian Bentes

[Signature]  
Notary Public

Brandon Romine  
Print Name

My Commission Expires: July 18, 2022

## EXHIBIT 1

### LEGAL DESCRIPTION

All of BRIGHTON LAKES, according to the Plat thereof recorded in Plat Book 12 at Pages 32-36, in the Public Records of Osceola County, Florida, LESS those portions described on Exhibit A attached hereto.

EXHIBIT "A"

PARCELS TO BE DEEDED TO THE  
BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT

LEGAL DESCRIPTION:

PARCELS G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AND AJ, BRIGHTON LAKES PHASE 1, AS RECORDED IN PLAT BOOK 12, PAGES 32-36 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

TOGETHER WITH TRACTS AG-1, AG-2, AG-3, AG- 4, AG-5, (BRIGHTON LAKES PHASE 1 - PARCELS A AND G), AN UNRECORDED PLAT.

TOGETHER WITH TRACTS F-1, F-2, F-3, AND F-4, (BRIGHTON LAKES PHASE 1 - PARCEL F), AN UNRECORDED PLAT.

TOGETHER WITH TRACTS D-1, AND D-2, (BRIGHTON LAKES PHASE 1, PARCEL D), AN UNRECORDED PLAT.

TOGETHER WITH TRACTS C-1, C-2, AND C-3, (BRIGHTON LAKES PHASE 1, PARCEL C), AN UNRECORDED PLAT.

THE ABOVE DESCRIBED TRACTS WITHIN THE UNRECORDED PLATS OF BRIGHTON LAKES, PHASE 1-PARCELS A, G, F, D, AND C ARE MORE PARTICULARLY DESCRIBED AS PARCELS ONE THROUGH SIX ON THE ATTACHED PAGES 1 THROUGH 14.

DESCRIPTION  
PARCEL ONE

A portion of Parcel A, BRIGHTON LAKES PHASE 1, as recorded in Plat Book 12, Pages 32 through 36, of the Public Records of Osceola County, Florida, being more particularly described as follow:

Begin at the southeasterly corner of Parcel U of said BRIGHTON LAKES PHASE 1, thence N35°38'36" E, along the easterly line of said Parcel U, 789.95 feet; thence S54°21'24"E, 80.00 feet; thence S35°38'36"W, 156.15 feet; thence S54°21'24"E, 25.00 feet; thence S35°38'36"W, 120.01 feet; thence S54°21'34"E, 340.78 feet to the Point of Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said curve, through a Central Angle of 48°11'23", for an Arc Distance of 21.03 feet to a Point of Reverse Curve of a curve to the right, having a Radius of 50.00 feet; thence along the arc of said reverse curve, through a Central Angle of 276°22'46", for an Arc Distance of 241.19 feet to a Point of Reverse Curve to the left, having a Radius of 25.00 feet; thence along said reverse curve, through a Central Angle of 48°11'23", for an Arc Distance of 21.03 feet to the Point of Tangent of said reverse curve; thence N54°21'34"W, 340.79 feet; thence S35°38'36"W, 120.00 feet; thence N54°21'34"W, 25.00 feet; thence S35°38'36"W, 377.20 feet; thence S89°46'31"E, 24.54 feet; thence S35°38'36"W, 94.82 feet; thence S07°08'49"W, 35.48 feet to a point on a curve to the left, having a Radius of 385.91 feet, the last described line being radial to said curve; thence along the arc of said curve, through a Central Angle of 08°04'41", for an Arc Distance of 54.47 feet to the Point of Tangent of said curve; thence N89°04'08"E, 53.89 feet to the Point of Curve of a curve to the right, having a Radius of 525.00 feet; thence along the arc of said curve, through a Central Angle of 26°27'41", for an Arc Distance of 242.46 feet to a Point of Compound Curve of a curve to the right, having a Radius of 1205.40 feet; thence along the arc of said compound curve, through a Central Angle of 09°27'43", for an Arc Distance of 199.06 feet to the Point of Tangent of said compound curve; thence S55°00'28"E, 412.51 feet to the Point of Curve of a curve to the left, having a Radius of 375.00 feet; thence along the arc of said curve, through a Central Angle of 35°11'40", for an Arc Distance of 230.35 feet to the Point of Tangent of said curve; thence N89°47'51"E, 183.80 feet to the Point of Curve of a curve to the left, having a Radius of 285.00 feet; thence along the arc of said curve, through a Central Angle of 147°03'37", for an Arc Distance of 731.51 feet to a Point of Reverse Curve of a curve to the right, having a Radius of 765.00 feet; thence along the arc of said reverse curve, through a Central Angle of 10°50'08", for an Arc Distance of 144.67 feet to a Point of Reverse Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said reverse curve, through a Central Angle of 86°22'17", for an Arc Distance of 37.69 feet to the Point of Tangent of said reverse curve; thence S47°12'06"W, 168.93 feet to the Point of Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said curve, through a Central Angle of 48°11'23", for an Arc Distance of 21.03 feet to a Point of Reverse Curve of a curve to the right, having a Radius of 50.00 feet; thence along the arc of said reverse curve, through a Central Angle of 276°22'46", for an Arc



DESCRIPTION  
PARCEL ONE  
(continued)

Distance of 241.19 feet to a Point of Reverse of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said reverse curve, through a Central Angle of  $48^{\circ}11'23''$ , for an Arc Distance of 21.03 feet to the Point of Tangent of said reverse curve; thence  $N47^{\circ}12'06''E$ , 168.93 feet to the Point of Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said curve, through a Central Angle of  $86^{\circ}22'17''$ , for an Arc Distance of 37.69 feet to a Point of Reverse Curve of a curve to the right, having a Radius of 765.00 feet; thence along the arc of said reverse curve, through a Central Angle of  $48^{\circ}08'50''$ , for an Arc Distance of 642.85 feet to the southeast corner of Parcel T of aforesaid BRIGHTON LAKES PHASE 1; thence  $S81^{\circ}01'20''E$ , radial to the last described curve, 50.00 feet to a point on a curve concentric to the last described curve, having a Radius of 715.00 feet; thence along said curve, in a southerly direction, through a Central Angle of  $66^{\circ}14'26''$ , for an Arc Distance of 826.62 feet to a Point of Reverse Curve of a curve to the right, having a Radius of 335.00 feet; thence along the arc of said reverse curve, through a Central Angle of  $22^{\circ}14'57''$ , for an Arc Distance of 130.09 feet to a Point of Reverse Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said reverse curve, through a Central Angle of  $87^{\circ}27'59''$ , for an Arc Distance of 38.16 feet to a Point of Reverse Curve of a curve to the right, having a Radius of 335.00 feet; thence along the arc of said reverse curve, through a Central Angle of  $101^{\circ}05'04''$ , for an Arc Distance of 591.03 feet to the Point of Tangent of said reverse curve; thence  $S89^{\circ}47'51''W$ , 183.80 feet to the Point of Curve of a curve to the right, having a Radius of 425.00 feet; thence along the arc of said curve, through a Central Angle of  $35^{\circ}11'40''$ , for an Arc Distance of 261.06 feet to the Point of Tangent of said curve; thence  $N56^{\circ}00'28''W$ , 10.48 feet to the Point of Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said curve, through a Central Angle of  $90^{\circ}00'00''$ , for an Arc Distance of 39.27 feet; thence  $S34^{\circ}59'32''W$ , 81.83 feet to the Point of Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said curve, through a Central Angle of  $48^{\circ}11'23''$ , for an Arc Distance of 21.03 feet to a Point of Reverse Curve of a curve to the right, having a Radius of 50.00 feet; thence along the arc of said reverse curve, through a Central Angle of  $276^{\circ}22'46''$ , for an Arc Distance of 241.19 feet to a Point of Reverse Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said reverse curve, through a Central Angle of  $48^{\circ}11'23''$ , for an Arc Distance of 21.03 feet to the Point of Tangent of said reverse curve; thence  $N34^{\circ}59'32''E$ , 81.83 feet to the Point of Curvature of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said curve, through a Central Angle of  $90^{\circ}00'00''$ , for an Arc Distance of 39.27 feet to the

DESCRIPTION  
PARCEL ONE  
(continued)

Point of Tangent of said curve; thence N55°00'28"W, 302.04 feet to the Point of Curve of a curve to the left, having a Radius of 1155.40 feet; thence along the arc of said curve, through a Central Angle of 09°27'42", for an Arc Distance of 190.81 feet to a Point of Compound Curve of a curve to the left, having a Radius of 475.00 feet; thence along the arc of said compound curve, through a Central Angle of 26°27'41", for an Arc Distance of 219.37 feet to the Point of Tangent of said compound curve; thence S89°04'08"W, 53.89 feet to the Point of Curve of a curve to the right, having a Radius 435.91 feet; thence along the arc of said curve, through a Central Angle of 14°38'14", for an Arc Distance of 111.36 feet to a Point of Reverse Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said reverse curve, through a Central Angle of 68°07'36", for an Arc Distance of 29.73 feet to a Point of Compound Curve of a curve to the left, having a Radius of 460.00 feet; thence along the arc of said compound curve, through a Central Angle of 03°16'35", for an Arc Distance of 26.30 feet; thence N57°41'50"W, radial to the last described curve, 80.00 feet to a point on a curve to the left, having a Radius of 25.00 feet, the last described line being radial to said curve; thence along the arc of said curve, through a Central Angle of 93°35'34", for an Arc Distance of 40.84 feet to a Point of Reverse Curve of a curve to the right, having a Radius of 525.00 feet; thence along the arc of said reverse curve, through a Central Angle of 15°36'23", for an Arc Distance of 143.00 feet to the Point of Tangent of said reverse curve; thence N45°41'01"W, 415.73 feet to the Point of Curve of a curve to the right, having a Radius of 825.00 feet; thence along the arc of said curve, through a Central Angle of 12°28'29", for an Arc Distance of 179.62 feet to a Point of Reverse Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said reverse curve, through a Central Angle of 87°38'56", for an Arc Distance of 38.24 feet to a Point of Compound Curve of a curve to the left, having a Radius of 225.00 feet; thence along the arc of said compound curve, through a Central Angle of 14°12'59", for an Arc Distance of 55.83 feet to the Point of tangent of said compound curve; thence S44°55'34"W, 141.32 feet to the Point of Curve of a curve to the right, having a Radius of 50.00 feet; thence along the arc of said curve, through a Central Angle of 250°31'44", for an Arc Distance of 218.63 feet to a Point of Reverse Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said reverse curve, through a Central Angle of 70°31'44", for an Arc Distance of 30.77 feet to the Point of Tangent of said reverse curve; thence N 44°55'34"E, 70.61 feet to the Point of Curve of a curve to the right, having a Radius of 275.00 feet; thence along the arc of said curve, through a Central Angle of 14°25'16", for an Arc Distance of 69.22 feet to a Point of Reverse Curve of a curve to the left, having a Radius of 25.00 feet; thence along the Arc of said reverse curve, through a Central Angle of 88°09'12", for an Arc Distance of 38.46 feet to the Point of Tangent of said reverse curve; thence N28°48'22"W, 251.65 feet to the Point of Curve of a curve to the right, having a Radius of 825.00 feet; thence along the arc

DESCRIPTION  
PARCEL ONE  
(continued)

of said curve, through a Central Angle of  $28^{\circ}32'51''$ , for an Arc Distance of 411.05 feet to the Point of Tangent of said curve; thence  $N00^{\circ}15'31''W$ , 132.86 feet to the Point of Curve of a curve to the right having a Radius of 244.00 feet; thence along the arc of said curve, through a Central Angle of  $45^{\circ}52'59''$ , for an Arc Distance of 195.39 feet to a Point of Reverse Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said reverse curve, through a Central Angle of  $41^{\circ}55'01''$ , for an Arc Distance of 18.29 feet to a Point of Reverse Curve of a curve to the right, having a Radius of 50.00 feet; thence along the arc of said reverse curve, through a Central Angle of  $275^{\circ}31'11''$ , for an Arc Distance of 240.44 feet to a Point of Reverse Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said reverse curve, through a Central Angle of  $57^{\circ}05'07''$ , for an Arc Distance of 24.91 feet to a Point of Compound Curve of a curve to the left, having a Radius of 194.00 feet; thence along the arc of said compound curve, through a Central Angle of  $42^{\circ}24'02''$ , for an Arc Distance of 143.56 feet to the Point of Tangent of said compound curve; thence  $S00^{\circ}15'31''E$ , 132.86 feet to the Point of Curve of a curve to the left, having a Radius of 775.00 feet; thence along the arc of said curve, through a Central Angle of  $28^{\circ}32'51''$ , for an Arc Distance of 386.14 feet to the Point of Tangent of said curve; thence  $S28^{\circ}48'22''E$ , 286.37 feet to the Point of Curve of a curve to the left, having a Radius of 775.00 feet; thence along the arc of said curve, through a Central Angle of  $16^{\circ}52'39''$ , for an Arc Distance of 228.29 feet to the Point of Tangent of said curve; thence  $S45^{\circ}41'01''E$ , 415.73 feet to the Point of Curve of a curve to the left, having a Radius of 475.00 feet; thence along the arc of said curve, having a Central Angle of  $17^{\circ}02'02''$ , for an Arc Distance of 141.22 feet to a point; thence  $N35^{\circ}38'36''E$ , non-radial to the last described curve, 116.06 feet; thence  $N55^{\circ}05'56''W$ , 95.15 feet to the most southerly corner of Parcel R of aforesaid BRIGHTON LAKES PHASE 1; thence  $N44^{\circ}18'59''E$ , along the boundary of said Parcel R, 76.02 feet; thence  $S54^{\circ}21'24''E$ , continuing along the boundary of said Parcel R and aforesaid Parcel U, 105.04 feet to the Point of Beginning.

Containing 10.11 Acres, more or less.

**DESCRIPTION  
PARCEL 2**

A portion of Parcel A, BRIGHTON LAKES PHASE 1, as recorded in Plat Book 12, Pages 32 through 36, of the Public Records of Osceola County, Florida, being more particularly described as follow:

Begin at the southeasterly corner of Parcel U of said BRIGHTON LAKES PHASE 1, thence N54°21'24"W, along the southerly boundary of said Parcel U and the boundary of Parcel R, 105.04 feet; thence S44°18'59"W, continuing along the boundary of said Parcel R, 76.02 feet; thence S55°05'56"E, 95.15 feet; thence S35°38'36"W, 116.06 feet to a point on a curve concave to the northeast, having a radius of 475.00 feet, the center of circle of said curve lying N27°16'57"E from said point; thence along said curve in a northwesterly direction, through a Central Angle of 17°02'02", for an Arc Distance of 141.22 feet; thence S44°18'59"W, 50.00 feet; thence N45°41'01"W, 17.62 feet to the Point of Beginning, said point being the Point of Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said curve, through a Central Angle of 90°00'00", for an Arc Distance of 39.27 feet to the Point of Tangent of said curve; thence S44°18'59"W, 133.38 feet to the Point of Curve of a curve to the left, having a Radius of 175.00 feet; thence along the arc of said curve, through a Central Angle of 44°53'14", for an Arc Distance of 137.10 feet to the Point of Tangent of said curve; thence S00°34'15"E, 121.12 feet to the Point of Curve of a curve to the right, having a Radius of 125.00 feet; thence along the arc of said curve, through a Central Angle of 17°32'12", for an Arc Distance of 38.26 feet to a Point of Reverse Curve of a curve to the left, having a radius of 25.00 feet; thence along the arc of said reverse curve, through a Central Angle of 101°33'29", for an Arc Distance of 44.31 feet to a Point of Reverse Curve of a curve to the right, having a Radius of 50.00 feet; thence along the arc of said reverse curve, through a Central Angle of 251°07'08", for an Arc Distance of 219.14 feet to a Point of Reverse Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said reverse curve, through a Central Angle of 101°33'29", for an Arc Distance of 44.31 feet to a Point of Reverse Curve of a curve to the right, having a Radius of 125.00 feet; thence along the arc of said reverse curve, through a Central Angle of 25°35'25", for an Arc Distance of 55.83 feet to the Point of Tangent of said reverse curve; thence N89°26'23"W, 18.45 feet to the Point of Curve of a curve to the right, having a Radius of 220.00 feet; thence along the arc of said curve, through a Central Angle of 19°11'02", for an Arc Distance of 73.66 feet to a Point of Reverse Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said reverse curve, through a Central Angle of 109°52'35", for an Arc Distance of 47.94 feet to a Point of Reverse Curve of a curve to the right, having a Radius of 50.00 feet; thence along the arc of said reverse curve, through a Central Angle of 248°58'53", for an Arc Distance of 217.28 feet to a Point of Reverse Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said reverse curve, through a Central Angle of 109°52'35", for an Arc Distance of 47.94 feet to a Point of Reverse Curve of a curve to the right, having a Radius of 220.00 feet; thence along the arc of said reverse curve,

DESCRIPTION  
PARCEL TWO  
(continued)

through a Central Angle of  $40^{\circ}27'23''$ , for an Arc Distance of 155.34 feet to the Point of Tangent of said reverse curve; thence  $N00^{\circ}34'15''W$ , 65.48 feet to the Point of Curve of a curve to the right, having a Radius of 375.00 feet; thence along the arc of said curve, through a Central Angle of  $44^{\circ}53'14''$ , for an Arc Distance of 293.79 feet to the Point of Tangent of said curve; thence  $N44^{\circ}18'59''E$ , 219.27 feet to the Point of Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said curve, through a Central Angle of  $90^{\circ}00'00''$ , for an Arc Distance of 39.27 feet to a Point of Cusp of said curve; thence  $S45^{\circ}41'01''E$ , 100.00 feet to the Point of Cusp of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said curve, through a Central Angle of  $90^{\circ}00'00''$ , for an Arc Distance of 39.27 feet to the Point of Tangent of said curve; thence  $S44^{\circ}18'59''W$ , 219.27 feet to the Point of Curve of a curve to the left, having a Radius of 325.00 feet; thence along the arc of said curve, through a Central Angle of  $44^{\circ}53'14''$ , for an Arc Distance of 254.61 feet to the Point of Tangent of said curve; thence  $S00^{\circ}34'15''E$ , 65.48 feet to the Point of Curve of a curve to the left, having a Radius of 170.00 feet; thence along the arc of said curve, through a Central Angle of  $88^{\circ}52'08''$ , for an Arc Distance of 263.63 feet to the Point of Tangent of said curve; thence  $S89^{\circ}26'23''E$ , 18.45 feet to the Point of Curve of a curve to the left, having a Radius of 75.00 feet; thence along the arc of said curve, through a Central Angle of  $91^{\circ}07'52''$ , for an Arc Distance of 119.29 feet to the Point of Tangent of said curve; thence  $N00^{\circ}34'15''W$ , 121.12 feet to the Point of Curve of a curve to the right, having a Radius of 225.00 feet; thence along the arc of said curve, through a Central Angle of  $44^{\circ}53'14''$ , for an Arc Distance of 176.27 feet to the Point of Tangent of said curve; thence  $N44^{\circ}18'59''E$ , 133.38 feet to the Point of Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said curve, through a Central Angle of  $90^{\circ}00'00''$ , for an Arc Distance of 39.27 feet to a Point of Cusp of said curve; thence  $S45^{\circ}41'01''E$ , 100.00 feet to the Point of Beginning.

Containing 2.15 Acres, more or less.

DESCRIPTION  
PARCEL THREE

A portion of Parcel D, BRIGHTON LAKES PHASE 1, as recorded in Plat Book 12, Pages 32 through 36, of the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the northwest corner of said Parcel D, thence N89°12'43"E, along the north line of said Parcel D, 95.00 feet to the Point of Curve of a curve to the right, having a Radius of 25.00 feet; thence along the arc of said curve, through a Central Angle of 90°00'00", for an Arc Distance of 39.27 feet to the Point of Tangent of said curve and the Point of Beginning; thence S00°47'17"E, 40.58 feet to the Point of Curve of a curve to the right, having a Radius of 655.00 feet; thence along the arc of said curve, through a Central Angle of 22°19'23", for an Arc Distance of 255.20 feet to a Point of Reverse Curve of a curve to the left, having a Radius of 475.00 feet; thence along the arc of said reverse curve, through a Central Angle of 86°11'41", for an Arc Distance of 714.58 feet to the Point of Tangent of said reverse curve; thence S64°39'34"E, 179.81 feet to the Point of curve of a curve to the left, having a Radius of 50.00 feet; thence along the arc of said curve, through a Central Angle of 101°37'31", for an Arc Distance of 167.22 feet to a Point of Reverse Curve of a curve to the right, having a Radius of 25.00 feet; thence along the arc of said curve, through a Central Angle of 101°37'31", for an Arc Distance of 44.34 feet to a point of Tangency; thence N25°20'26"E, 95.54 feet to a point of curve of a curve to the left, having a Radius of 125.00 feet; thence along the arc of said curve through a Central Angle of 90°00'00" for an Arc Distance of 196.35 feet to a Point of Tangency; thence N64°39'34"W, 14.70 feet to a Point of Curve of a curve to the right, having a Radius of 130.00 feet; thence along the arc of said curve through a Central Angle of 62°38'06", for an Arc Distance of 142.11 feet to a Point of Reverse Curve of a curve to the left, having a Radius of 125.00 feet; thence along the arc of said curve through a Central Angle of 19°38'56", for an Arc Distance of 42.87 feet to a Point of Reverse Curve of a curve to the right having a Radius of 25.00 feet; thence along the arc of said curve, through a Central Angle of 81°53'30", for an Arc Distance of 35.73 feet to a Point of Tangency; thence N 60°13'07"E, 193.86 feet to a point of curve of a curve to the right, having a Radius of 70.00 feet; thence along the arc of said curve through a Central Angle of 27°37'13" for an Arc Distance of 33.74 feet to a Point of Compound Curve of a curve to the right, having a Radius of 25.00 feet; thence along the arc of said curve through a Central Angle of 101°37'29"; for an Arc Distance of 44.34 feet to a Point of Reverse Curve of a curve to the left; having a Radius of 50.00 feet; thence along the arc of said curve through a Central Angle of 241°48'09"; for an Arc Distance of 211.01 feet to a Point of Tangency; thence N52°20'20"W, 37.28 feet to a Point of Curve of a curve to the left, having a Radius of 120.00 feet; thence along the arc of said curve, through a Central Angle of 67°26'34" for an Arc Distance of 141.25 feet to a Point of Tangency; thence S60°13'07"W, 241.74 feet to a Point of Curve of a curve to the right; having a Radius of 125.00 feet; thence along the arc of said curve through a Central Angle of 35°25'57", for an Arc Distance of 77.30 feet to a Point of Tangency; thence N84°20'56"W, 119.42 feet to a Point of Curve of a curve to the right, having a Radius of 25.00 feet; thence along the arc of said curve, through a

DESCRIPTION  
PARCEL THREE  
(Continued)

Central Angle of  $100^{\circ}04'43''$ , for an Arc Distance of 43.67 feet, to a Point of Cusp; said point being a point on curve of a Curve Concave Southeasterly; having a Radius of 425.00 feet; thence Southerly along the arc of said curve, through a Central Angle of  $14^{\circ}22'48''$ , for an Arc Distance of 106.66 feet to a Point of Cusp; said point being on a Curve Concave Southeasterly, having a Radius of 25.00 feet; thence Northeasterly along the arc of said curve through a Central Angle of  $94^{\circ}18'04''$ , for an Arc Distance of 41.15 feet to a Point of Tangency; thence  $S84^{\circ}20'56''E$ , 124.46 feet to a Point of Curve of a curve to the left, having a Radius of 175.00 feet; thence along the arc of said curve through a Central Angle of  $20^{\circ}10'06''$ , for an Arc Distance of 61.60 feet to a Point of Reverse Curve of a curve to the right, having a radius of 25.00 feet; thence along the arc of said curve through a Central Angle of  $91^{\circ}06'59''$ , for an Arc Distance of 39.76 feet to a Point of Compound Curve of a curve to the right having a Radius of 75.00 feet; thence along the arc of said curve, through a Central Angle of  $11^{\circ}22'36''$ , for an Arc Distance of 14.89 feet to a Point of Reverse Curve of a curve to the left, having a Radius of 180.00 feet; thence along the arc of said curve, through a Central Angle of  $62^{\circ}38'06''$ , for an Arc Distance of 196.77 feet to a Point of Tangency; thence  $S84^{\circ}39'34''E$ , 14.70 feet to a Point of Curve of a curve to the right, having a Radius of 75.00 feet; thence along the arc of said curve, through a Central Angle of  $90^{\circ}00'00''$ , for an Arc Distance of 117.81 feet to a Point of Tangency; thence  $S25^{\circ}20'26''W$ , 145.00 feet to a Point of Curve of a curve to the right, having a Radius of 25.00 feet; thence along the arc of said curve through a Central Angle of  $90^{\circ}00'00''$ , for an Arc Distance of 39.27 feet to a Point of Tangency; thence  $N64^{\circ}39'34''W$ , 64.70 feet to a Point of Curve of a curve to the right, having a Radius of 425.00 feet; thence along the arc of said curve, through a Central Angle of  $86^{\circ}11'41''$ , for an Arc Distance of 639.36 feet to a Point of Reverse Curve of a curve to the left, having a Radius of 705.00 feet; thence along the arc of said curve, through a Central Angle of  $22^{\circ}19'23''$ , for an Arc Distance of 274.68 feet to a Point of Tangency; thence  $N00^{\circ}47'17''W$ , 40.58 feet, thence  $S89^{\circ}12'43''W$ , 50.00 feet to the Point of Beginning.

DESCRIPTION  
PARCEL FOUR

A portion of Parcel D, BRIGHTON LAKES PHASE 1, as recorded in Plat Book 12, Pages 32 through 36, of the Public Records of Osceola County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Parcel D, thence run North  $57^{\circ}00'43''$  East, a distance of 151.24 feet; thence run North  $51^{\circ}09'08''$  East, a distance of 153.36 feet to the Southeast corner of said Parcel D, said point being a point on curve of a curve concave Northeasterly, having a radius of 600.00 feet; a radial bearing of North  $69^{\circ}22'14''$  East; thence run Northerly along the arc of said curve, through a Central Angle of  $04^{\circ}56'07''$ , for an Arc Distance of 51.68 feet; thence run South  $42^{\circ}16'34''$  West, (non-radial) a distance of 133.02 feet; thence run South  $76^{\circ}22'32''$  West, a distance of 144.10 feet; thence run South  $00^{\circ}24'15''$  West, a distance of 95.28 feet to the Point of Beginning;

COPIED



**DESCRIPTION  
PARCEL FIVE**

A portion of Parcel C, BRIGHTON LAKES PHASE 1, as recorded in Plat Book 12, Pages 32 through 36, of the Public Records of Osceola County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Parcel C, thence North  $00^{\circ}19'41''$  West, a distance of 29.72 feet; Thence South  $70^{\circ}06'31''$  East, a distance of 160.50 feet to a point on a non tangent curve, having a radius of 50.00 feet, the center of circle of said curve, lying North  $25^{\circ}22'25''$  East, from said point; Thence along the arc of said curve in a Northwesterly, Northeasterly through a Southeasterly direction, to a central angle of  $216^{\circ}49'30''$ , for an arc distance of 189.22 feet to a point of reverse curve of a curve to the left having a radius of 25.00 feet; Thence along the arc of said curve through a central angle of  $50^{\circ}17'28''$ , for an arc distance of 21.94 feet to a point of compound curve of a curve to the left, having a radius of 775.00 feet; Thence along the arc of said curve through a central angle of  $26^{\circ}24'43''$  for an arc distance of 357.26 feet to a point of reverse curve of a curve to the right, having a radius of 575.00 feet; Thence along the arc of a curve through a central angle of  $14^{\circ}10'35''$ , for an arc distance of 127.42 feet to the point of tangency; Thence North  $89^{\circ}40'19''$  East, a distance of 315.00 feet to a point of curvature of a curve to the right, having a radius of 545.00 feet; Thence along the arc of said curve through a central angle of  $16^{\circ}46'12''$ , for an arc distance of 159.52 feet to a point of reverse curve of a curve to the left, having a radius of 325.00 feet; Thence along the arc of said curve through a central angle of  $32^{\circ}05'40''$ , for an arc distance of 182.05 feet to the point of reverse curve of a curve to the right, having a radius of 175.00 feet; Thence along the arc of said curve through a central angle of  $61^{\circ}32'05''$ , for an arc distance of 187.95 feet to a point of compound curve, of a curve to the right, having a radius of 50.00 feet; Thence along the arc of said curve through a central angle of  $233^{\circ}07'48''$  for an arc distance of 203.44 feet, to a point of reverse curve of a curve to the left, having a radius of 25.00 feet; Thence along the arc of said curve through a central angle of  $90^{\circ}00'00''$ , for an arc distance of 39.27 feet to a point of compound curve of a curve to the left, having a radius of 125.00 feet; Thence along the arc of said curve through a central angle of  $24^{\circ}39'53''$ , for an arc distance of 53.81 feet to a point of reverse curve of a curve to the right, having a radius of 375.00 feet; Thence along the arc of said curve through a central angle of  $32^{\circ}05'40''$ , for an arc distance of 210.06 feet to a point of reverse curve of a curve to the left, having a radius of 495.00 feet; Thence along said curve through a central angle of  $08^{\circ}45'19''$ , for an arc distance of 75.64 feet; Thence South  $07^{\circ}41'12''$  West, a distance of 130.00 feet; Thence South  $77^{\circ}17'33''$  East, a distance of 65.76 feet; Thence South  $78^{\circ}17'09''$  East, a distance of 80.70 feet; Thence South  $88^{\circ}29'49''$  East, a distance of 80.77 feet; Thence North  $82^{\circ}22'28''$  East, a distance of 80.80 feet; Thence North  $68^{\circ}49'12''$  East, a distance of 142.07 feet; Thence North  $81^{\circ}23'38''$  East, a distance of 167.62 feet to a point on the East line of said Parcel C; Thence South  $01^{\circ}18'10''$  East along the East line of said Parcel C, a distance of 30.08 feet to the Southeast corner of said Parcel C; Thence South  $84^{\circ}27'36''$  West along the South boundary of said Parcel C, a distance of 119.24 feet to a point of curvature of a curve to the left, having a radius of 300.00 feet; Thence continuing

DESCRIPTION  
PARCEL FIVE  
(Continued)

along the Southern boundary of said Parcel C and along the arc of said curve, through a central angle of  $14^{\circ}08'50''$ , for a distance of 74.07 feet to a point of tangency; Thence South  $70^{\circ}18'46''$  West along the South boundary of said Parcel C, a distance of 93.41 feet to a point of curvature of a curve to the right, having a radius of 300.00 feet; Thence continuing along the Southern boundary of said Parcel C and along the arc of said curve, through a central angle of  $19^{\circ}14'21''$ , for an arc distance of 100.74 feet to a point of tangency; Thence South  $89^{\circ}33'07''$  West along the Southern boundary and said Parcel C, a distance of 715.98 feet to a point of curvature of a curve to the right, having a radius of 460.00 feet; Thence continuing along the Southern boundary of said Parcel C and along the arc of said curve, through a central angle of  $20^{\circ}20'22''$ , for an arc distance of 163.30 feet to a point of tangency; Thence North  $70^{\circ}06'31''$  West along the Southern boundary of said Parcel C, a distance of 457.26 feet to the Point of Beginning.

Less and Except the following described parcel:

Commencing at the Southwest corner of said Parcel C, thence North  $00^{\circ}19'41''$  West, a distance of 29.72 feet; Thence South  $70^{\circ}06'31''$  East, a distance of 160.50 feet to a point on a non tangent curve, having a radius of 50.00 feet, the center of circle of said curve, lying North  $25^{\circ}22'25''$  East, from said point; Thence along the arc of said curve in a Northwesterly, Northeasterly to a Southeasterly direction, through a central angle of  $216^{\circ}49'30''$ , for an arc distance of 189.22 feet to a point of reverse curve of a curve to the left having a radius of 25.00 feet; Thence along the arc of said curve through a central angle of  $50^{\circ}17'28''$ , for an arc distance of 21.94 feet to a point of compound curve of a curve to the left, having a radius of 775.00 feet; Thence along the arc of said curve through a central angle of  $26^{\circ}24'43''$  for an arc distance of 357.26 feet to a point of reverse curve of a curve to the right, having a radius of 515.00 feet; Thence along the arc of a curve through a central angle of  $14^{\circ}10'35''$ , for an arc distance of 127.42 feet to the point of tangency; Thence North  $89^{\circ}40'19''$  East, a distance of 260.00 feet to a point; Thence South  $00^{\circ}19'41''$  East, a distance of 50.00 feet to the Point of Beginning; Thence continue South  $00^{\circ}19'41''$  East, a distance of 130.00 feet; Thence South  $89^{\circ}40'19''$  West, a distance of 260.00 feet; Thence South  $83^{\circ}36'25''$  West, a distance of 259.97 feet; Thence North  $70^{\circ}08'41''$  West, a distance of 47.27 feet; Thence North  $01^{\circ}08'04''$  West, a distance of 101.97 feet to a point on a curve concave Northerly, having a radius of 825.00 feet; The last described line being radial to said curve; Thence along the arc of said curve Northeasterly, through a central angle of  $13^{\circ}22'12''$ , for an arc distance of 192.51 feet to a point of reverse curve of a curve to the right, having a radius of 465.00 feet; Thence along the arc of said curve through a central angle of  $14^{\circ}10'35''$ , for an arc distance of 115.05 feet, to a point of tangency; Thence North  $89^{\circ}40'19''$  East, a distance of 260.00 feet to the Point of Beginning.

DESCRIPTION  
PARCEL SIX

A portion of Parcel F, BRIGHTON LAKES PHASE 1, as recorded in Plat Book 12, Pages 32 through 36, of the Public Records of Osceola County, Florida, being more particularly described as follows:

Begin at the northwest corner of said Parcel F, thence N89°33'07"E, along the north boundary of said Parcel F, 433.75 feet to a Point of Curve of a curve to the left, having a Radius of 380.00 feet; thence along the arc of said curve, continuing along said north boundary, through a Central Angle of 19°14'21", for an Arc Distance of 127.60 feet to the Point of Tangent of said curve; thence N70°18'46"E, continuing along said north boundary, 93.41 feet to the Point of Curve of a curve to the right, having a radius of 220.00 feet; thence along the arc of said curve, continuing along said north boundary, through a Central Angle of 14°08'50", for an Arc Distance of 54.32 feet to the Point of Tangent of said curve; thence N84°27'36"E, continuing along said north boundary, 57.81 feet to the Point of Curve of a curve to the right, having a Radius of 160.00 feet; thence along the arc of said curve, continuing along said north boundary, through a Central Angle of 28°12'56", for an Arc Distance of 76.79 feet to the Point of Tangent of said curve; thence S67°19'28"E, continuing along said north boundary, 354.06 feet to the northwesterly corner of Parcel K of aforesaid BRIGHTON LAKES PHASE 1; thence S22°40'32"W, along the common boundary of said Parcel K and Parcel F, 20.00 feet; thence S24°40'48"E, continuing along said common boundary, 209.01 feet; thence S63°50'21"E, continuing along said common boundary, 39.93 feet to the westerly right of way line of Pleasant Hill Road; thence S26°09'19"W, along said westerly right of way, 351.90 feet to the Point of Curve of a curve to the left, having a Radius of 1212.91 feet; thence along the arc of said curve, continuing along said westerly right of way line, through a Central Angle of 15°12'32", for an Arc Distance of 321.96 feet; thence N63°50'38"W, departing said westerly right of way line, 82.42 feet; thence N26°09'22"E, 596.02 feet; thence N00°44'17"E, 122.16 feet; thence N24°40'48"W, 72.80 feet; thence N32°52'18"W, 93.51 feet; thence N67°19'28"W, 307.02 feet; thence N78°43'48"W, 89.71 feet; thence S87°28'50"W, 90.38 feet; thence S67°11'02"W, 345.59 feet; thence S22°48'58"E, 122.14 feet to a point on a non-tangent curve, concave southeasterly, having a Radius of 3071.82 feet, the center of circle of said curve lying S24°57'22"E from said point; thence along the arc of said curve, in a Northeasterly direction, through a Central Angle of 02°08'25", for an Arc Distance of 114.74 feet to the Point of Tangent of said curve; thence N67°11'02"E, 154.57 feet to the Point of Curve of a curve to the right, having a Radius of 250.00 feet; thence along the arc of said curve, through a Central Angle of 45°29'29", for an Arc Distance of 198.49 feet to the Point of Tangent of said curve; thence S67°19'28"E, 190.39 feet to the Point of Curve of a curve to the right, having a Radius of 125.00 feet; thence along the arc of said curve, through a Central Angle of 93°28'50", for an Arc Distance of 203.94 feet to the Point of Tangent of said curve; thence S26°09'22"W, 274.29 feet to the Point of Curve of a curve to the right, having a Radius of 105.00 feet; thence along the arc of said curve, through a

DESCRIPTION  
PARCEL SIX  
(continued)

Central Angle of  $15^{\circ}00'41''$ , for an Arc Distance of 27.51 feet to the Point of Reverse Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said reverse curve, through a Central Angle of  $67^{\circ}22'48''$ , for an Arc Distance of 29.40 feet to the Point of Tangent of said reverse curve; thence  $S26^{\circ}12'45''E$ , 1.59 feet to the Point of Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said curve, through a Central Angle of  $48^{\circ}11'23''$ , for an Arc Distance of 21.03 feet to the Point of Reverse Curve of a curve to the right, having a Radius of 50.00 feet; thence along the arc of said reverse curve, through a Central Angle of  $276^{\circ}22'46''$ , for an Arc Distance of 241.19 feet to the Point of Reverse Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said reverse curve, through a Central Angle of  $48^{\circ}11'23''$ , for an Arc Distance of 21.03 feet to the Point of Tangent of said curve; thence  $N26^{\circ}12'45''W$ , 1.59 feet to the Point of Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said curve, through a Central Angle of  $67^{\circ}22'48''$ , for an Arc Distance of 29.40 feet to the Point of Reverse Curve of a curve to the right, having a Radius of 105.00 feet; thence along the arc of said reverse curve, through a Central Angle of  $26^{\circ}16'05''$ , for an Arc Distance of 48.14 feet to the Point of Tangent of said reverse curve; thence  $N67^{\circ}19'28''W$ , 531.10 feet to the Point of Curve of a curve to the right, having a Radius of 316.12 feet; thence along the arc of said curve, through a Central Angle of  $10^{\circ}15'19''$ , for an Arc Distance of 56.58 feet to the Point of Compound Curve of a curve to the right, having a radius of 350.55 feet; thence along the arc of said compound curve, through a Central Angle of  $56^{\circ}44'28''$ , for an Arc Distance of 347.16 feet to the Point of Tangent of said compound curve; thence  $N00^{\circ}49'41''W$ , 48.23 feet; thence  $S89^{\circ}33'07''W$ , 119.58 feet to the west boundary of Parcel F of aforesaid BRIGHTON LAKES PHASE 1; thence  $N00^{\circ}26'53''W$ , along said west boundary, 59.73 feet to the Point of Beginning.

LESS AND EXCEPT:

Commence at the northwest corner of Parcel F of aforesaid BRIGHTON LAKES PHASE 1, thence  $S00^{\circ}26'53''E$ , along the west boundary of said Parcel F, 59.73 feet; thence  $N89^{\circ}33'07''E$ , departing said west boundary, 119.58 feet; thence  $S00^{\circ}19'41''E$ , 48.23 feet to the Point of Curve of a curve to the left, having Radius of 350.55 feet; thence along the arc of said curve, through a Central Angle of  $56^{\circ}44'28''$ , for an Arc Distance of 347.16 feet to the Point of Compound Curve of a curve to the left, having a Radius of 316.12 feet; thence along the arc of said compound curve, through a Central Angle of  $10^{\circ}15'19''$ , for an Arc Distance of 56.58 feet to the Point of Tangent of said compound curve; thence  $N22^{\circ}40'32''E$ , radial to the last described curve, 50.00 feet to the Point of Beginning; thence  $S67^{\circ}19'28''E$ , 222.12 feet to the Point of Curve of a curve to the left, having a radius of 25.00 feet; thence along the arc of said curve, through a Central Angle of  $97^{\circ}39'44''$ , for

DESCRIPTION  
PARCEL SIX  
(continued)

an Arc Distance of 42.61 feet to the Point of Reverse Curve of a curve to the right having a Radius of 50.00 feet; thence along the arc of said reverse curve, through a Central Angle of  $195^{\circ}19'28''$ , for an Arc Distance of 170.45 feet to the Point of Reverse Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said reverse curve, through a Central Angle of  $97^{\circ}39'44''$ , for an Arc Distance of 42.61 feet to the Point of Tangent of said reverse curve; thence  $S67^{\circ}19'28''E$ , 160.92 feet to the Point of Curve of a curve to the left, having a Radius of 55.00 feet; thence along the arc of said curve, through a Central Angle of  $86^{\circ}31'10''$ , for an Arc Distance of 83.05 feet to the Point of Tangent of said curve; thence  $N26^{\circ}09'22''E$ , 274.29 feet to the Point of Curve of a curve to the left, having a Radius of 75.00 feet; thence along the arc of said curve, through a Central Angle of  $93^{\circ}28'50''$ , for an Arc Distance of 122.37 feet to the Point of Tangent of said curve; thence  $N67^{\circ}19'28''W$ , 190.39 feet to the Point of Curve of a curve to the left, having a Radius of 200.00 feet; thence along the arc of said curve, through a Central Angle of  $45^{\circ}29'29''$ , for an Arc Distance of 158.80 feet to the Point of Tangent of said curve; thence  $S67^{\circ}11'02''W$ , 154.57 feet to the Point of Curve of a curve to the left, having a Radius of 3021.82 feet; thence along the arc of said curve, through a Central Angle of  $04^{\circ}45'03''$ , for an Arc Distance of 258.57 feet to the Point of Compound Curve of a curve to the left, having a Radius of 25.00 feet; thence along the arc of said compound curve, through a Central Angle of  $114^{\circ}45'17''$ , for an Arc Distance of 50.07 feet to the Point of Compound Curve of a curve to the left, having a Radius of 266.12 feet; thence along the arc of said compound curve, through a Central Angle of  $15^{\circ}00'10''$ , for an Arc Distance of 69.68 feet to the Point of Tangent of said compound curve and the Point of Beginning.

Property Legal Description

A portion of land lying in the South Half of the South Half and the South Half of the North Half of the South Half of Section 18 and a portion of the Northwest Quarter of Section 19, Township 26 South, Range 29 East, Osceola County, Florida and being further described as follows:

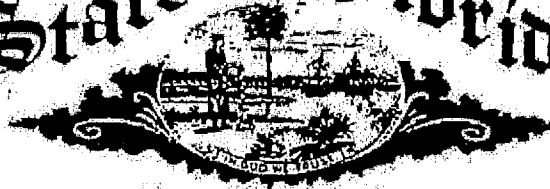
Commence at the West Quarter corner of said Section 18 as shown on the plat of BRIGHTON LAKES PHASE 1 as recorded in Plat Book 12, Pages 32 through 36, of the Public Records of Osceola County, Florida; thence run South 00°34'15" East, along the West line of said BRIGHTON LAKES PHASE 1 and the West line of the Southwest Quarter of said Section 18, 662.63 feet to the Southwest corner of said BRIGHTON LAKES PHASE 1 and the Point of Beginning; thence run North 89°48'30" East, along the South line of said BRIGHTON LAKES PHASE 1, 1,030.74 feet; thence run South 13°53'29" East, 25.27 feet; thence run South 41°28'08" West, 24.21 feet; thence run South 76°44'47" East, 73.58 feet; thence run South 49°39'42" East, 56.87 feet; thence run South 85°15'39" East, 100.30 feet; thence run North 68°17'14" East, 27.76 feet; thence run North 10°18'32" East, 19.73 feet; thence run North 47°02'50" East, 50.70 feet; thence run North 28°29'18" East, 47.11 feet; thence run North 89°48'30" East, 601.40 feet to the Northwest corner of THE ALAMO ESTATES, UNIT TWO, as recorded in Plat Book 4, Pages 69 through 71, of the Public Records of Osceola County, Florida; thence, departing said South line of BRIGHTON LAKES PHASE 1, run the following 6 courses along the monumented West line of said THE ALAMO ESTATES, UNIT TWO: South 00°26'32" East, along the West line of THE ALAMO ESTATES, UNIT TWO, 306.75 feet; thence run North 89°58'55" West, 168.82 feet; thence run South 00°26'36" East, along the West line of Block 9, of said THE ALAMO ESTATES, UNIT TWO, 1,429.41 feet; thence run South 89°59'06" East, 203.64 feet; thence run South 00°21'40" East, 200.32 feet to the South line of said THE ALAMO ESTATES, UNIT TWO; thence run South 89°58'56" East, 256.04 feet to the monumented West line of THE FOUNTAINS ON PLEASANT HILL ROAD, UNIT ONE, as recorded in Plat Book 5, Pages 35 and 36, of the Public Records of Osceola County, Florida; thence run along said monumented West line the following 14 courses: South 00°01'42" East, 289.70 feet; thence run South 89°58'09" West, 230.44 feet; thence continue along said West line, South 00°13'42" West, 109.87 feet; thence run South 02°33'05" West, 92.97 feet; thence run South 01°10'28" East, 100.04 feet; thence run South 04°56'51" West, 100.04 feet; thence run South 14°53'35" West, 102.70 feet; thence run South 23°11'03" West, 108.74 feet; thence run South 89°50'01" East, 96.11 feet; thence run South 00°02'36" West, 190.46 feet to a non-tangent curve concave Northwesterly and having a radius of 653.16 feet; thence run Northeasterly along the arc of said curve 69.20 feet and through a central angle of 06°04'12" to the end of said curve, being subtended by a chord of 69.16 feet and a chord bearing of North 82°27'24" East; thence run South 08°53'29" East, 70.03 feet to a non-tangent curve concave Northwesterly and having a radius of 723.16 feet; thence run Southwesterly along the arc of said curve, 61.45 feet and through a central angle of 04°52'07" to the end of said curve, being subtended by a chord of 61.43 feet and a chord bearing of South 82°01'10" West; thence run South 00°03'47" West, 223.26 feet; thence, departing said West line of said THE FOUNTAINS ON PLEASANT HILL ROAD, UNIT ONE, run North 89°58'45" West, 669.96 feet; thence run South 00°29'31" East, 273.50 feet to the South line of the North Quarter of the Southwest Quarter of the Northwest Quarter of said Section 19; thence run North 89°58'17" West, along said South line, 1336.03 feet to the West line of the Northwest Quarter of said Section 19; thence run North 00°23'09" West, along said West line, 1655.79 feet; thence run North 00°35'12" West, along the West line of the Southwest Quarter of said Section 18, 1,988.80 feet to the Point of Beginning. Said lands being the same as the lands subject to the plat of Brighton Lakes Phase 2-Parcel H, according to the plat thereof as recorded in Plat Book 16, Page 112, Public Records of Osceola County, Florida.

{OR758904;1}

EXHIBIT 2

ARTICLES OF INCORPORATION

# State of Florida



## Department of State

I certify from the records of this office that BRIGHTON LAKES COMMUNITY ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 30, 2001.

The document number of this corporation is N01000000675.

I further certify that said corporation has paid all fees due this office through December 31, 2003, that its most recent annual report/uniform business report was filed on April 29, 2003, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 203A00032655-052303-N01000000675-1/1, noted below.

Authentication Code: 203A00032655-052303-N01000000675-1/1

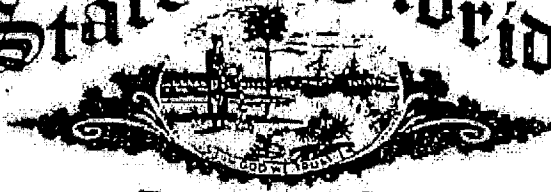


Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-third day of May, 2003

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State



# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on May 23, 2003, for BRIGHTON LAKES COMMUNITY ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H03000200312. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N01000000675.

Authentication Code: 203A00032655-052303-N01000000675-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-third day of May, 2003



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

**ARTICLES OF AMENDMENT AND RESTATEMENT  
TO  
ARTICLES OF INCORPORATION  
FOR  
BRIGHTON LAKES COMMUNITY ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)**

*Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.*

**FIRST:** Amendment adopted:

The Articles of Incorporation for Brighton Lakes Community Association, Inc. filed with the Florida Secretary of State on January 30, 2001 are hereby replaced in their entirety by the Amended and Restated Articles of Incorporation of Brighton Lakes Community Association, Inc. attached hereto and made a part hereof.

**SECOND:** The date of adoption of the amendment was May 2, 2003.

**THIRD:** Adoption of Amendment (CHECK ONE)

- ☐ The Amendment was adopted by the members and the number of votes cast for the Amendment was sufficient for approval.
- ☒ There are no members entitled to vote on this amendment. The Amended and Restated Articles of Incorporation were adopted by the Board of Directors.

\_\_\_\_\_  
Signature of Chairman, Vice Chairman, President or other officer

Craig Perry  
\_\_\_\_\_  
Typed or printed name

Director and President                      May 2, 2003  
Title    Date

COPIES

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
BRIGHTON LAKES COMMUNITY ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)

## TABLE OF CONTENTS

	Page
1. Name of Corporation.....	1
2. Principal Office.....	1
3. Registered Office - Registered Agent.....	1
4. Definitions.....	1
5. Purpose of Association.....	1
6. Not for Profit.....	1
7. Powers of Association.....	1
8. Voting Rights.....	2
9. Board of Directors.....	2
10. Dissolution.....	2
11. Duration.....	2
12. Amendments.....	2
12.1 General Restrictions on Amendments.....	2
12.2 Amendments Prior to the Turnover Date.....	2
12.3 Amendments From and After the Turnover Date.....	2
13. Limitations.....	2
13.1 Declaration is Paramount.....	2
13.2 Rights of Developer.....	2
13.3 By-Laws.....	2
14. Officers.....	3
15. Indemnification of Officers and Directors.....	3
16. Transactions in Which Directors or Officers are Interested.....	3

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
BRIGHTON LAKES COMMUNITY ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)

In compliance with the requirements of the laws of the State of Florida, the following are the Amended and Restated Articles of Incorporation of Brighton Lakes Community Association, Inc.:

1. Name of Corporation. The name of the corporation is BRIGHTON LAKES COMMUNITY ASSOCIATION, INC. ("Association").

2. Principal Office. The current principal office of Association is 1155 South Semoran Blvd., Winter Park, Miami, Florida 32792, or such other location as shall be designated by the Board of Directors.

3. Registered Office - Registered Agent. The street address of the Registered Office of Association is 20801 Biscayne Boulevard, Suite 501, Aventura Corporate Center, Aventura, Florida 33180. The name of the Registered Agent of Association is:

NORMAN LEOPOLD

4. Definitions. A declaration entitled Amended and Restated Declaration for Brighton Lakes (the "Declaration") will be recorded in the Public Records of Osceola County, Florida, and shall govern all of the operations of a community known as Brighton Lakes. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of Association. Association is formed to: (a) perform the duties delegated to it in the Declaration; (b) administer the interests of Association and the Owners; (c) promote the health, safety and welfare of the Owners.

6. Not for Profit. Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members, Board of Directors or Officers.

7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and Brighton Lakes.

7.3 To operate and maintain the Surface Water Management System, if designated by the CDD, or as required by the Permit and Declaration, including the lake and conservation areas.

7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

7.5 To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association and establish Reserves for deferred maintenance or capital expenditures.

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.7 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, Brighton Lakes to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.9 To participate in mergers and consolidations with other non profit corporations organized for the same purposes.

7.10 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, Brighton Lakes, the Common Areas (if any), Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized.

7.11 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise.

7.12 To employ personnel and retain independent contractors to contract for management of Association, Brighton Lakes and the Common Areas (if any), or the CDD Property, if applicable, as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.13 To contract for services to be provided to, or for the benefit of, Association, Owners, Brighton Lakes, the Common Areas (if any) or the CDD Property, if applicable, as provided in the Declaration such as, but not limited to, Telecommunications Services, maintenance, garbage pick up, and utility services.

7.14 To establish committees and delegate certain of its functions to those committees.

8. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.

9. Board of Directors. The affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Craig Perry	12534 Wiles Road Coral Springs, Florida 33076
Steve Hiss	1155 South Semoran Blvd. Winter Park, Florida 32792
Robert Stiegele	12534 Wiles Road Coral Springs, Florida 33076

10. Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

11. Duration. Association shall have perpetual existence.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to the Turnover Date. Prior to the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of two-thirds (66 2/3%) of the Board and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly called meeting of the Members in which there is a quorum.

13. Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Developer. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer.

13.3 By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

14. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	Craig Perry
Vice President:	Steve Hiss
Secretary:	Robert Stiegele
Treasurer:	Debbie Lippert

15. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Developer, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

10/17

## ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 21<sup>st</sup> day of MAY, 2003.

LEOPOLD, KORN & LEOPOLD, P.A.

By: [Signature]  
Norman Leopold, Esq.

COPIES



EXHIBIT 3

BY-LAWS

2017

AMENDED AND RESTATED  
BY-LAWS  
OF  
BRIGHTON LAKES COMMUNITY ASSOCIATION, INC.

# TABLE OF CONTENTS

	Page
1. Name and Location.....	1
2. Definitions.....	1
3. Members.....	1
3.1 Voting Interests.....	1
3.1.1 Home Owned By Husband and Wife.....	1
3.1.2 Trusts.....	1
3.1.3 Corporations.....	2
3.1.4 Partnerships.....	2
3.1.5 Multiple Individuals.....	2
3.1.6 Liability of Association.....	2
3.2 Annual Meetings.....	2
3.3 Special Meetings of the Members.....	2
3.4 Notice of Members Meetings.....	2
3.5 Quorum of Members.....	2
3.6 Adjournment of Members Meetings.....	2
3.7 Action of Members.....	2
3.8 Proxies.....	2
4. Board of Directors.....	2
4.1 Number.....	2
4.2 Term of Office.....	2
4.3 Removal.....	3
4.4 Compensation.....	3
4.5 Action Taken Without a Meeting.....	3
4.6 Appointment and Election of Directors.....	3
4.7 Election.....	3
4.8 Fiduciary Duty of Directors.....	3
5. Meeting of Directors.....	3
5.1 Regular Meetings.....	3
5.2 Special Meetings.....	3
5.3 Emergencies.....	3
5.4 Quorum.....	3
5.5 Open Meetings.....	3
5.6 Voting.....	3
5.7 Notice of Board Meetings.....	3
6. Powers and Duties of the Board.....	3
6.1 Powers.....	3
6.1.1 General.....	4
6.1.2 Rules and Regulations.....	4
6.1.3 Enforcement.....	4
6.1.4 Declare Vacancies.....	4
6.1.5 Hire Employees.....	4
6.1.6 Common Areas.....	4
6.1.7 Granting of Interest.....	4
6.1.8 Financial Reports.....	4
6.2 Vote.....	4
6.3 Limitations.....	4
7. Obligations of Association.....	4
7.1 Official Records.....	4
7.2 Supervision.....	4
7.3 Assessments and Fines.....	4
7.4 Enforcement.....	4
8. Officers and Their Duties.....	4
8.1 Officers.....	4
8.2 Election of Officers.....	4
8.3 Term.....	4
8.4 Special Appointment.....	4
8.5 Resignation and Removal.....	5
8.6 Vacancies.....	5
8.7 Multiple Offices.....	5
8.8 Duties.....	5
8.8.1 President.....	5
8.8.2 Vice President.....	5
8.8.3 Secretary.....	5

Brighton Lakes  
By-Laws  
5/1/03

MIAN104792.3

8.8.4	Treasurer.....	5
9.	Committees.....	5
9.1	General.....	5
9.2	ACC.....	5
10.	Records.....	5
11.	Corporate Seal.....	5
12.	Amendments.....	5
12.1	General Restrictions on Amendments.....	5
12.2	Amendments Prior to the Turnover Date.....	5
12.3	Amendments From and After the Turnover Date.....	5
13.	Conflict.....	6
14.	Fiscal Year.....	6
15.	Miscellaneous.....	6
15.1	Florida Statutes.....	6
15.2	Severability.....	6

CONFIDENTIAL

AMENDED AND RESTATED  
BY-LAWS  
OF  
BRIGHTON LAKES COMMUNITY ASSOCIATION, INC.

1. Name and Location. The name of the corporation is **BRIGHTON LAKES COMMUNITY ASSOCIATION, INC.** ("Association"). The principal office of the corporation shall be located at 1155 South Semoran Blvd., Winter Park, Florida 32792 or at such other location determined by the Board of Directors (the "Board") from time to time.

2. Definitions. The definitions contained in the Amended and Restated Declaration for Brighton Lakes (the "Declaration") relating to the residential community known as Brighton Lakes, recorded, or to be recorded, in the Public Records of Osceola County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"Annual Members Meeting" shall have the meaning assigned to such term in Section 3.2 of these By-Laws.

"Articles" shall mean the Articles of Incorporation for Association, as amended from time to time.

"By-Laws" shall mean these By-Laws as amended from time to time.

"Declaration" shall mean the Declaration as modified from time to time.

"Developer" shall mean Brighton Lakes, LLC and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Member" shall mean each Owner and Developer.

"Minutes" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"Official Records" shall mean all records required to be maintained by Association pursuant to Section 720.303(4) of the Florida Statutes, as amended from time to time.

"Special Members Meeting" shall have the meaning assigned to such term in Section 3 of these By-Laws.

"Turnover Date" shall have the meaning set forth in the Declaration.

"Voting Interests" shall mean the voting rights held by the Members.

3. Members.

3.1 Voting Interests. Each Owner and Developer shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:

3.1.1 Home Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Home. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2 Trusts. In the event that any trust owns a home, Association shall have no obligation to review the trust agreement with respect to such trust. If the Home is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Home for all Association purposes. If the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Home for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Home, either trustee may exercise the Voting Interest associated with such Home. In the event of a conflict between trustees, the Voting Interest for the Home in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3 Corporations. If a Home is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Home.

3.1.4 Partnerships. If a Home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home cannot be exercised.

3.1.5 Multiple Individuals. If a Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home. In the event that there is a conflict among such individuals, the Voting Interest for such Home cannot be exercised.

3.1.6 Liability of Association. Association may act in reliance upon any writing or instrument of signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2 Annual Meetings. The annual meeting of the Members (the "Annual Members Meeting") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3 Special Meetings of the Members. Special meetings of the Members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of twenty-five percent (25%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Written notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the member's address last appearing on the books of Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member by the Association.

3.5 Quorum of Members. Until the Turnover Date, a quorum shall be established by Developer's presence (in person or by proxy) at any meeting. From and after the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

3.7 Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.

3.8 Proxies. At all meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 720.306(6) of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

#### 4. Board of Directors.

4.1 Number. The affairs of Association shall be managed by a Board consisting of not less than three (3) nor more than nine (9) persons. Board members appointed by Developer need not be Members of Association. Board members elected by the other Members must be Members of Association.

4.2 Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place at the Annual Members Meeting or on the Turnover Date.

Brighton Lakes  
By-Laws  
2  
5/1/03

MLA104792.1

Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by the Developer shall extend until the date designated by Developer, or until the Turnover Date).

4.3 Removal. Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a Director elected by the Members, the remaining Directors may fill such vacancy. Directors elected by Members may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests.

4.4 Compensation. No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6 Appointment and Election of Directors. Until the Turnover Date, the Developer shall have the unrestricted power to appoint all Directors of Association. From and after the Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the Members shall elect all Directors of Association at or in conjunction with the Annual Members Meeting of the Members. After the Turnover Date, the Developer shall be entitled to appoint one Director to the Board so long as Developer holds for sale in the ordinary course of business at least five percent (5%) of all Homes that Developer plans to build within Brighton Lakes.

4.7 Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

4.8 Fiduciary Duty of Directors. Directors shall act in good faith in the performance of all duties.

## 5. Meeting of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

5.5 Open Meetings. Meetings of the Board shall be open to all Members whose participation shall be permitted only with Board acknowledgment or upon advance request through an item properly placed on the Board meeting agenda.

5.6 Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place within Brighton Lakes or on the CDD Property at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any newsletter distributed to the Members. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

## 6. Powers and Duties of the Board.

6.1 Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:

6.1.1 General. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By Laws, the Articles, the Declaration, including, without limitation, adopt budgets, levy Assessments, and enter into contracts with Telecommunications Providers for Telecommunication Services.

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of Brighton Lakes by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3 Enforcement. Suspend the right of use of the Common Areas, if any, (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association.

6.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings.

6.1.5 Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of Association and/or its officers.

6.1.6 Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, if any, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Brighton Lakes and to alter, add to, relocate or improve Brighton Lakes as provided in the Declaration.

6.1.8 Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2 Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these By Laws specifically require a vote of the Members.

6.3 Limitations. Until the Turnover Date, Developer shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by Association, the Board, the ACC, any committee of Association, or the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of Association, the Board, the ACC or any committee of the Association.

7. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, and these By Laws shall discharge such duties as necessary to operate Association pursuant to the Declaration, including, but not limited to, the following:

7.1 Official Records. Maintain and make available all Official Records.

7.2 Supervision. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.

7.3 Assessments and Fines. Fix and collect the amount of the Assessments and Fines; take all necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the Members.

7.4 Enforcement. Enforce the provisions of the Declaration, Articles, these By Laws, Rules and Regulations.

## 8. Officers and Their Duties

8.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2 Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3 Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4 Special Appointment. The Board may elect such other officers as the affairs of Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.



8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7 Multiple Offices. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

8.8 Duties. The duties of the officers are as follows:

8.8.1 President. The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board, keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1 General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

9.2 ACC. Developer shall have the sole right to appoint the members of the ACC until the last Home is conveyed to an Owner. Upon expiration of the right of Developer to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. Records. The official records of Association shall be available for inspection by any Member at the principal office of Association. Copies may be purchased, by a Member, at a reasonable cost.

11. Corporate Seal. Association shall have an impression seal in circular form.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Developer unless such amendment receives the prior written consent of Developer which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to the Turnover Date. Prior to the Turnover Date, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws prior to the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the approval of (i) two-thirds (66 2/3%) of the Board; and (ii) seventy five percent (75%) of the votes present (in person or by proxy) at a duly called meeting in which there is a quorum. Notwithstanding the foregoing, these By-Laws may be amended after the Turnover Date by two-thirds percent (66 2/3%) of the Board acting alone to change the number of directors

on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

13. Conflict. In the case of any conflict between the Articles and these By Laws, the Articles shall control. In the case of any conflict between the Declaration and these By Laws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of Association shall begin on the first day of January and end on the 31st day of December of every year.

15. Miscellaneous.

15.1 Florida Statutes. Whenever these By-Laws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2 Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

COPIED

EXHIBIT 4

AMENDMENTS TO THE ARTICLES OF INCORPORATION  
AND  
BYLAWS

This instrument was prepared by,  
or under the supervision of  
(and after recording return to):

Frazier & Brown, Attorneys at Law  
202 S Rome Ave.  
Suite 125  
Tampa, FL 33606

**CERTIFICATE OF AMENDMENT TO THE AMENDED  
AND RESTATED DECLARATION, ARTICLES OF  
INCORPORATION, AND BYLAWS OF THE BRIGHTON  
LAKES COMMUNITY ASSOCIATION, INC.**

THIS AMENDMENT is made this 19<sup>th</sup> day of October, 2017 by **BRIGHTON LAKES COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit Corporation (the "Association").

The Association has placed on record the Amended and Restated Declaration for Brighton Lakes ("Declaration") recorded on May 29, 2003, in Official Records Book 2260, Page 1187, in the Public Records of Osceola Florida; placed on record the Amended and Restated Articles of Incorporation for the Brighton Lakes Community Association, Inc. ("Articles") on May 29, 2003, in Official Records Book 2260, Page 1252, in the Public Records of Osceola Florida; and placed on record the Amended and Restated Bylaws of the Brighton Lakes Community Association, Inc. ("Bylaws") on May 29, 2003, in Official Records Book 2260, Page 1259, in the Public Records of Osceola Florida; all of which are collectively referred to as the "Governing Documents," which are hereby amended by the recording of this Amendment to the Governing Document for Brighton Lakes.

**RECITALS**

**WHEREAS**, pursuant to Article 5, Section 3, of the Declaration, the Association is permitted to amend the Declaration upon the affirmative vote of sixty-six and 2/3 percent of the Board and seventy-five percent of the votes present at a duly called meeting in which there is a quorum; and

**WHEREAS**, pursuant to Article 12, Section 3, of the Articles, the Association is permitted to amend the Articles upon the affirmative vote of two-thirds of the Board and seventy-five percent of the votes present at a duly called meeting of the Members in which there is a quorum; and

**WHEREAS**, pursuant to Article 12, Section 3, of the Bylaws, the Association is permitted to amend the Bylaws upon the affirmative vote of two-thirds of the Board and seventy five percent of the votes present at a duly called meeting in which there is a quorum; and

**WHEREAS**, at a meeting on the 26<sup>th</sup> day of July, 2017 was duly called and properly noticed for the purpose of voting on the proposed amendments, and the proper amounts of votes were achieved at the aforementioned meeting; and

**WHEREAS**, Association desires to amend the Governing Document, and intends to record these amendments to evidence such amendments on terms set forth herein.

~~sums secured by a lien for Assessments encumbering the Home or chargeable to the former Owner of the Home, which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Monthly Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the Owner from liability for, nor the Home from the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advances on behalf of an Owner pursuant to this Section shall be added to Association payable by such Owner with appropriate interest.~~

**VI. Article 9, of the Articles of Incorporation is hereby amended to read as follows:**

9. Board of Directors. The affairs of the Association shall be managed by a Board composed of an odd number of directors with not less than three (3) nor more than nine (9) members. The number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting of three (3) years each, in a staggered format, and the term restrictions are fully outlined under the Bylaws. The names and addresses of the members of the Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Craig Perry	12534 Wiles Road Coral Springs, Florida 33076
Steve Hiss	1155 South Semoran Blvd. Winter Park, Florida 32792
Robert Stiegele	12534 Wiles Road Coral Springs, Florida 33076

**VII. Article 12, Section 3, of the Articles of Incorporation is hereby amended to read as follows:**

12.3 Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these ~~The~~ Articles may be amended with either the unanimous approval of two-thirds (66 2/3%) of the Board, at a meeting called pursuant to Article 4 of the Bylaws and (ii) seventy-five percent (75%) of the votes present

(in person or by proxy) at a duly called meeting of the Members in which there is a quorum; or by following the same process and voting requirements for amending the Declaration.

**VIII. Article 3, Section 5, of the Bylaws is hereby amended to read as follows:**

3.5 Quorum of Members. ~~Until the Turnover Date, a quorum shall be established by Developer's presence (in person or by proxy) at any meeting. From and after the Turnover Date, a~~ A quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in this provision, the Articles, the Declaration, or these By Laws. Quorum for meetings in regards to amending any of the governing documents shall be established by the presence of members entitled to cast five percent (5%) of the Voting Interests. Quorum for meetings in regards to elections shall be established by the presence of members entitled to cast thirty percent (30%) of the Voting Interests, which is in accordance with 720.306(1)(a) of the Florida Statutes. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements. Electronic voting and proxies may be utilized in most meetings; however, the Association is prohibited from using electronic voting or proxies in any form for meetings in regards to elections.

**IX. Article 4, Section 2, of the Bylaws is hereby amended to read as follows:**

4.2 Term of Office. ~~The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place at the Annual Members Meeting or on the Turnover Date. Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by the Developer shall extend until the date designated by Developer, or until the Turnover Date). A Director's term of office shall extend until the Director's successor is duly elected and qualified or until the Director's earlier resignation, death or removal. Board terms shall be staggered three (3) year terms. The majority of the Board of Directors' seats cannot be up for election in any single year. The staggered scheme shall always remain intact. Even in the case of a holdover Director, each seat shall maintain its three (3) year term. In the event of a holdover Director, a Special Meeting may be called by the members, in which case the governing document's election procedures will be triggered.~~

**X. Article 12, Section 3, of the Bylaws is hereby amended to read as follows:**

12.3 Amendments From and After the Turnover Date. ~~After the Turnover Date, but subject to the general restrictions on amendments set forth above, these The By-Laws may be amended with the approval of (i) two thirds (66 2/3%) a majority of the Board; and (ii) seventy five percent (75%) of the votes present (in person or by proxy) at a duly called meeting pursuant to Article IV of the Bylaws, in which there is a quorum. Notwithstanding the foregoing, these By-Laws may be amended after the Turnover Date by two thirds percent (66 2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.~~

**XI. Except as specifically modified herein, the Declaration, Articles of Incorporation, and the Bylaws shall remain in full force and effect without modification.**

**IN WITNESS WHEREOF**, Brighton Lakes Community Association, Inc. has caused the Certificate of Amendment to be executed in accordance with the authority hereinabove expresses this 19<sup>th</sup> day of OCTOBER 2017, at Osceola County, Florida.

Brighton Lakes Community Association, Inc.

By: [Signature]

**President**

Print Name: LARRY N. PAYNE

2-4

Witness Signature

Print Name: Brian Bonta

Witness Signature

Print Name: Marcial Rodriguez

STATE OF FLORIDA

COUNTY OF Osceola

THE FOREGOING INSTRUMENT was acknowledged before me this 19<sup>th</sup> day of October, 2017, by Larry Payne, as President of the Association, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.



ALBA M. SANCHEZ  
MY COMMISSION # FF 175058  
EXPIRES: November 9, 2018  
Bonded Through Budget Notary Services

[Signature]  
Notary Public

Alba Sanchez

Print Name

My Commission Expires: 11/9/2018

(Notary Seal)

[Rest of the Page Intentionally Left Blank]

[Signature]  
Witness Signature

Print Name: David George

Attest: [Signature]  
Secretary

Print Name: Brenda Jennings

[Signature]  
Witness Signature

Print Name: Brian Butler

STATE OF FLORIDA  
COUNTY OF Osceola

THE FOREGOING INSTRUMENT was acknowledged before me this 19<sup>th</sup> day of October, 2017, by Larry Payne, as Secretary of the Association, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.



ALBA M. SANCHEZ  
MY COMMISSION # FF 176358  
EXPIRES: November 8, 2018  
Bonded Thru Budget Notary Services

[Signature]  
Notary Public

Alba Sanchez

Print Name

My Commission Expires: 11/9/2018

(Notary Seal)



Return to:  
**RJS LAW GROUP**  
Rolando J. Santiago Esq.  
240 Apollo Beach Blvd  
Apollo Beach, FL 33572  
Tel: 813-641-0010  
Fax: 813-641-0022  
Email: [roland@rjslawgroup.com](mailto:roland@rjslawgroup.com)  
[www.rjslawgroup.com](http://www.rjslawgroup.com)

RESOLUTION 2011 - 1

**RESOLUTION OF THE BRIGHTON LAKES  
COMMUNITY ASSOCIATION INC.**  
(Osceola County, Florida)

THIS RESOLUTION is made this 30<sup>th</sup> day of November 2011 by the Brighton Lakes Community Association Inc. Board of Directors (the "Association"), a Florida not-for-profit corporation, whose mailing address is c/o Severn Trent Services, 475 W. Town Place, #200, Saint Augustine, FL 32092.

WHEREAS, pursuant to Florida Statute Chapter 720 and the By-laws, Articles of Incorporation and Declaration of Covenants, Conditions and Restrictions (CCR's) recorded at OR BK 2260 PG 1187 in the Records of Osceola County, the Board of Directors (Board) for the Association is authorized to adopt and publish rules and regulations for the enforcement of the community governing documents,

WHEREAS, upon motion and a second thereof, and after being brought up for discussion, and finally to a vote of the Board at a regularly scheduled meeting where a quorum was present, the following Resolution was approved and adopted by a vote of the Board in attendance; and

NOW, THEREFORE, BE IT RESOLVED:

**1. TENANT AND UNIT RENTAL POLICY; SUSPENSION OF  
VOTING RIGHTS**

No Home, Unit/Lot may be rented or leased within the Brighton Lakes Community Association Inc. community until such time as written notice of the lease or rental in a form approved by the Association management company has been provided to the Association at least thirty (30) days before commencement of the lease, including a copy of the lease. No unit may be rented or leased until such unit is in good standing. Good standing shall mean that all dues are current and there are no pending covenant violations.

- a. There shall be a \$50.00 Notice of Lease/Application fee paid to the Association for each time that a home or unit is rented. This fee covers

- administrative costs in maintaining an accurate database of residents.
- b. There shall be a refundable \$200.00 security deposit paid to the Association together with the Notice of Lease/Application fee.
  - c. There shall be a \$500.00 fine for each violation of this policy. Said fine may be reduced or waived by the Board upon a showing of good cause.

Landscaping Policy: If a Home or Unit/Lot is not in compliance with landscaping requirements and the current weather conditions do not permit immediate remedy of the deficiency (e.g. drought, watering restrictions etc), the Homeowner may enter into an agreement with the Association promising to bring the property into compliance within ninety (90) days, which agreement shall be evidenced in a form to be adopted by the Association and provided that the Homeowner pays a \$1,000.00 deposit to the Association. The Association reserves the unilateral right to extend the compliance period for good cause. If Homeowner timely complies with the agreement, to the satisfaction of the Association, then said deposit shall be returned to the Homeowner. If Homeowner fails to comply, then the deposit shall be forfeited and the Homeowner shall be deemed in violation of the covenants subject to further penalties as set forth below and as may be provided by law.

Suspension of Voting Rights: Pursuant to Florida Statute and the governing documents of the Association, it is hereby established by policy of the Association that the voting rights of a member shall be automatically suspended for the failure to pay any assessment when such assessment is more than 90 days past due. The suspension shall terminate upon receipt of full payment.

## 2. SCHEDULE OF FEES

The following schedule of fees is adopted and shall be applied on the occurrence of a violation of the deed restrictions and payment of assessments or upon the transfer of title to a lot and shall be payable to the Association. These fees and costs are to defray the costs of the Association and shall be applied in all cases unless waived or reduced by majority vote of the Board upon a showing of good cause:

- a. **Title Transfer Fee:** \$125.00  
This fee shall be applied in each instance that title is transferred to a third-party homeowner, excluding transfers between or among spouses or co-owners.
- b. **Administrative Fee:** \$100.00  
This fee shall be applied in each instance that an account is turned over to collections or covenants enforcement and shall cover the administrative costs of the Association.
- c. **Foreclosure Processing Fee:** \$300.00  
This fee shall be applied in each instance where the Association commences a

foreclosure against a Lot for failure to pay assessments.

**d. Foreclosure Monitoring Fee: \$50.00 per month**

This fee shall be applied each month, or fraction thereof, that a Lot is in foreclosure status, regardless of whether the action is commenced by the Association, mortgagor or third party.

**e. Covenant Enforcement Fee: \$200.00**

This fee shall be applied in each instance where the Association commences a lawsuit for violation of the Covenants, Conditions and Restrictions (CCR). This fee also applies for actions to foreclose on a lien filed for violation of the CCR.

**f. Covenant Violation Documenting Fee: \$200.00**

This fee shall be applied to cover the costs of the Association for inspecting a Lot in violation of the CCR.

**g. Lot Abatement and Maintenance Fee: \$200.00**

This fee shall be applied in each instance and in addition to any costs incurred by the Association in the maintenance (mowing, trimming, weeding etc) of a Lot.

**3. COVENANT VIOLATION FINES**

These fees may be waived or reduced by majority vote of the Board upon a showing of good cause:

a. There is adopted a fine of \$100.00 per day for any violation of the governing documents of the Association. A fine may be levied on the basis of each day of a continuing violation, with single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount. A fine or suspension of privileges may not be imposed without notice to the homeowner of at least fourteen (14) days and an opportunity for a hearing before a committee as set forth in Florida Statute Chapter 720 *et seq.* Fines shall commence to accrue automatically if the violation is not cured within the 14-day notice period and continue to accrue until the violation is cured. Fines shall be immediately due and payable to the Association upon notice to the homeowner.

b. There is adopted a per incident fine of \$300.00 to be imposed against each homeowner when an improvement is constructed without Association approval. This fee shall only apply in the case where the improvement is reviewed and approved ex post facto (after the fact) by the Association. Payment of the fine is a condition of approval and shall be paid immediately to the Association upon notice to the homeowner. The Association may revoke an approval for non-payment.

**4. That the President of the Association is authorized to execute this Resolution. That the proper officers of the Association are hereby authorized and empowered to make effective and carry out the terms and conditions of this Resolution.**

5. This resolution shall be recorded in the public records.
6. Any Resolution in conflict herewith is hereby superseded.
7. This Resolution shall take effect immediately upon adoption.

IN WITNESS WHEREOF, the undersigned, being the President of the Association, has caused this Resolution to be adopted on the day and year first above written.

Signed, sealed and delivered

BRIGHTON LAKES COMMUNITY  
ASSOCIATION INC., a Florida not-for-  
profit corporation

In the presence of:

Print Name

Marcia Rodriguez  
Print Name Marcia Rodriguez

By:

Print Nestor I. Olmo

Its: President

(Corporate Seal)

STATE OF FLORIDA

County of Osceola ss

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November 2011 by Nestor Olmo, whom is personally known to me; or provided ID.

Seal:



Notary Public Signature

Print: Alba Sanchez

Commission no. 7/19/2014 - DD 973100

Expires: 7/19/2014